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The Solicitors' Journal.

LONDON, NOVEMBER 15, 1873.

THE LATE Mr. John George Phillimore, in a characteristic sentence, once described the decisions on the Statute of Frauds as "conflicting, captious, confused, sophistical, and self-destructive," and, without endorsing all these rather strong epithets, it must be admitted that the Courts have sometimes of late years dealt with the statute in a manner difficult to reconcile with earlier cases. Take, for example, a judgment given last Monday in the Court of Exchequer, in an action (*Knowlman* v. *Bluett*) tried before the Lord Chief Baron at the last Devonshire Assizes. The plaintiff sued the defendant upon a verbal promise to pay her an annuity by quarterly instalments, for the purpose of enabling her to maintain, provide for, and educate some illegitimate children which she had had by the defendant. At the time of the promise the eldest child was only fourteen years old. It was contended, upon the authority of *Sweet* v. *Lee* (3 M. & Gr. 452), that if the annuity, the term of which was not expressly mentioned, was to be assumed to be for life, then the contract to pay it should have been in writing, although, of course, it might have terminated by the death of the annuitant within the year. If, on the other hand, the annuity was to be assumed to be only for so long as the mother should maintain and educate the children, the contract should equally have been in writing (as was decided under almost identical circumstances in *Farrington* v. *Donohoe*, Ir. R. 1 C. L. 675), because it clearly contemplated a period of more than a year, although it was possible that all the children might die in the first year. The Court of Exchequer, however, did not assent to this view. They held that the contract proved was one which was revocable at pleasure, or at all events after reasonable notice by either party, and upon this ground was not an agreement "not to be performed within a year" within the meaning of the 4th section of the statute. It is difficult to reconcile this decision with *Dobson* v. *Collis* (4 W. R. 512, 1 H. & N. 81), where a parol agreement for more than a year's service was held invalid, although it was terminable by either party at three months' notice. The distinction between a three months' notice and a reasonable notice is a somewhat fine one. It seems, however, to have been recognised in *Souch* v. *Strawbridge* (2 C. B. 808), where a verbal contract to maintain a child for "so long as the defendant should think proper" was upheld; and it was chiefly upon the authority of that case that the Court of Exchequer acted in their recent decision, which will certainly render it more difficult than before to define what is an agreement "not to be performed within the space of one year from the making thereof."

THE EXTENT TO WHICH our Courts give credit to the proceedings of foreign tribunals is illustrated by a case of *Taylor* v. *Ford*, decided in the Queen's Bench in the course of last week, and reported in this week's issue of the *Weekly Reporter*, (p. 47). The brokers of a shipowner in London had, it appears, in an unauthorised way, borrowed a sum of money of the defendant for the purpose of clearing a ship on a voyage from London to Philadelphia. On her arrival at Philadelphia, the lender (who, probably, despaired of recovering his money in any other way) instituted a suit in the Courts there against the shipowner, and, on a parcel of allegations, as to which it does not appear from the report whether they were true or false, obtained an order arresting the ship to compel her owner's appearance. Under this pressure the master paid the sum claimed, and the shipowner now sought to recover from the defendant the sum so paid. He put his claim in two ways; first, he alleged a trespass by the defendant in seizing his ship, or procuring it to be seized by the American Court. To this the answer was made that as, in the absence of evidence to the contrary, that Court must be presumed to be a Court of competent jurisdiction, trespass would not lie for setting its proceedings in motion. Secondly, the plaintiff claimed on the ground that the defendant had acted and set the Court in motion maliciously, and without reasonable and probable cause; to which it was replied that in order to maintain an action on this ground, the plaintiff must show that the event had been finally determined in the foreign Court in his favour. This is an important decision, for we believe it is the first time that the last mentioned rule, which has been long since firmly established with respect to proceedings in English Courts, has been applied to proceedings abroad. How far our Courts have gone in crediting foreign Courts with competency of jurisdiction, and fairness and accuracy of administration, may be seen in the recent cases of *Cammell* v. *Sewell* (8 W. R. 639, 5 H. & N. 728), and *Castrique* v. *Imrie* (19 W. R. 1, L. R. 4 H. L. 414), in the latter of which cases relief was refused against the effect of the judgment of a French Court, based on a misapprehension of the English law applicable to the case, and in contradiction to the (correct) opinion of an English lawyer, which was put in evidence before the Court. Indeed, *Simpson* v. *Fogo* (8 W. R. 407, 11 W. R. 418), where the judgment of the Court of Louisiana, which Vice-Chancellor Wood declined to recognise, was pronounced, not in ignorance, but in direct defiance of the English law applicable to the case, and was rather a piratical judgment than the judgment of the Court of a civilized country, is almost the only case in which, in the absence of *evidence* that the Court had never acquired jurisdiction, and in the absence of fraud, the Courts of this country have refused to recognise the binding force of foreign judgments. As to fraud, the recent decision of the Lord Chancellor and Mellish, L.J., in *Ochsenbein* v. *Papelier* (21 W. R. 516, L. R. 8 Ch. 695), has happily established what some had affected to doubt, that fraud is a good answer to a foreign judgment. And it may seem as though fraud, and setting a Court in motion without reasonable or probable cause, were not very far from one another, and that if the one would invalidate a judgment obtained thereby, so would the other. There is, however, a substantial difference; the one affects only the motive of the plaintiff, the other, the means which he uses; the malicious and unreasonable suit calls upon the defendant to defend himself when he ought not to be vexed; fraud takes away from him the means of defending himself. In the former case he can fight out the battle on the ground his adversary has chosen; in the latter he is surprised into a surrender, and if he afterwards finds out the fraud that has been practised on him he cannot fairly be called on to go back and offer battle on the same field. The case of *Taylor* v. *Ford* may therefore be considered as within the principle of *Castrique* v. *Imrie*.

THE DETERMINATION OF THE LIMITS within which a shareholder in a failing company is entitled by transfer of his shares to avoid liability in the winding up in-

volves a question of immense practical importance to the investing public. Lord Westbury's decisions in the European Arbitration have done much to elucidate what was already a firmly-established rule in the Court of Chancery—that, where the articles or the deed of settlement of a company provide that a transferee is to be accepted only subject to approval by the directors, such a provision is one binding on the conscience of the transferor; and that any attempt on his part, whether by misrepresentation, concealment, or otherwise, to foist upon his brother shareholders a person whom he knows to be an improper person is a fraud upon them, and must, if proved, inevitably fail. This is the principle which runs through *Simpson's case* (17 S. J. 648), and *Paterson's case* (*ibid.* 650), but was more plainly stated in *Walton Williams' case*, and in the remarks of Lord Westbury in *Murgatroyd's case* (*ante*, p. 28). On looking back to the earlier cases it would seem that this principle is one which has been more stringently applied as the number of these cases has brought more prominently into relief the extent to which transfers to escape liability had been attempted. In *Richard Williams' case*, in which the transferor escaped, Lord Westbury expressed himself as suspecting a great deal, but unable to act upon suspicion. But in *Murgatroyd's case* he called upon the transferor to make an affidavit fully detailed, that at the time of the transaction he personally knew the transferees to be men of substance. To this requisition Murgatroyd responded by swearing to the effect that he was not personally acquainted with either transferee, but believed both to be proper persons. Lord Romilly, holding this to be insufficient, has retained the name of the transferor upon the list.

It is impossible to view this decision as satisfactory, if it is to be taken as laying down any rule. It is one thing to say, as previous cases have said, that a transferor must act in good faith to his brother shareholders, and another to hold that he must personally know that his proposed transferee is a man of substance. Who can swear to personal knowledge of his neighbour's solvency? There are, however, circumstances in the case which must have weighed with the arbitrator. The transaction was one of purchasing a transferee of shares in a company of certainly doubtful solvency, and there were grounds for believing that the broker was aware of the want of solvency of both transferees. We should be sorry to be obliged to regard the case as laying down a proposition so extreme as that in a company whose articles contain a discretionary clause, no member can transfer but to a person of whose solvency he has personal knowledge.

THE RECENT MUNICIPAL ELECTION at Manchester in one of the wards resulted in a tie, and the town clerk advised that the presiding alderman should give a casting vote, or more correctly should name as the successful candidate one of the two whose votes were equal. This he did, and as it is said that both the alderman and town clerk are strong partisans, the affair seems to have created some little commotion. Knowing what we do of modern statutes, and observing that the question depended upon the combined effect of the Municipal Corporations Act and the Ballot Act, we thought it probable that there might really be some legal doubt as to the propriety of what was done, which might be the foundation of the discontent. It is, however, perfectly clear that the town clerk was right in the construction he put upon the statutes, which, strange to say, when they are looked at, are found not to give rise to any reasonable doubt. Before the Ballot Act the power clearly lay with the ward alderman and the two assessors, before whom the election was held. Now the Ballot Act provides that there shall be no assessors, but that the election may be held before the mayor, alderman, or other presiding officer alone. The result of course is that in the case of a tie, the successful councillor is elected less directly by the burgesses than formerly, because the burgesses used to elect the assessors, whilst the alderman who is to preside is elected by the councillors themselves.

IN THE CASE OF *Ex parte Jeffery*, decided on Monday last, the Chief Judge in Bankruptcy put a somewhat liberal construction upon Rule 292 of 1870, which provides that "where bankruptcy occurs pending proceedings for or towards liquidation by arrangement or composition with creditors, the proper costs incurred in relation to such proceedings shall be paid by the trustee under the bankruptcy out of the debtor's estate, unless the Court shall otherwise order." A debtor filed a liquidation petition on the 31st January; on the 28th February the creditors at their first meeting refused to agree to liquidation or composition. The next day the debtor filed a declaration of inability to pay his debts, and was adjudicated a bankrupt on the petition of a creditor, the act of bankruptcy alleged being the filing of the declaration. The Chief Judge ordered the trustee to pay the costs of the liquidation petition out of the estate, although it was argued that the liquidation proceedings which had proved abortive could hardly be said to be pending when the bankruptcy occurred, especially having regard to the opinion expressed by James, L.J., in *Ex parte Cobb* (21 W. R. 777), that a fresh first meeting of the creditors under the liquidation petition could not, under such circumstances as occurred in this case, have been summoned.

A TRADE-MARK CASE of some interest (*Raggett* v. *Findlater*) occupied the Court of Malins, V.C., for more than two days at the beginning of the week. The plaintiffs asserted an exclusive right to the words "Nourishing Stout," and the judgment delivered by the Vice-Chancellor proceeded in part upon the ground that no exclusive right could be acquired to the adjective "nourishing" as applied to stout. It is thoroughly well settled that an exclusive right may be acquired in a mere fancy name such as "Eureka Shirts," but, on the other hand, no one is permitted to appropriate ordinary words descriptive of quality such as "superior" or "superfine." Nor, again, could anyone claim an exclusive right of selling "Perfectly Pure Milk" or "Perfectly Pure Water." The Vice-Chancellor considered that the term "nourishing" belonged to the latter class, and was "particularly applicable to good stout," and upon these, as well as other grounds, dismissed the bill.

THE LEGAL DEPARTMENTS COMMISSION.

The scope of the inquiry already commenced by the Commission on the Legal Offices, appointed in pursuance of the recommendation of the Select Committee on Civil Service Expenditure, is certainly sufficiently extensive. There is to be an inquiry into the numbers, salaries, superannuations, and cost of the administration, regulation, organisation, manner of appointment and of promotion in each establishment of the administrative departments of the courts of justice, and the Commissioners are to recommend who ought to be responsible for the organisation of such establishments, and what should be their relation to the Treasury. The Commissioners are also to report whether and in what manner the large number of persons formerly connected with courts of justice who are in the receipt of compensation on abolition of office might be utilised by being appointed to other offices in these establishments, and what rules should be laid down as to compensation on abolition of judicial offices or of subordinate offices in these establishments.

The departments which are to come under review are twenty in number—ten in England, two in Scotland, and eight in Ireland, and most of these departments, as they are called, will probably branch out into many offices. The English departments are the Court of Chancery, Common Law Courts, Bankruptcy Court, County Courts, Court of Probate and Divorce, Admiralty Court, Land Registry Office, Revising Barristers, Clerks

of Assize, and the Central Criminal Court. In Scotland we find the two general descriptions of "Courts of Law and Justice" and "Register House Departments." In Ireland the departments are the Court of Chancery, Common Law Courts, Court of Bankruptcy, Landed Estates Court, Court of Probate, Admiralty Court, Registry of Deeds, and Registry of Judgments. Taking a very rough estimate, there cannot be less than two thousand officials whose position is to be investigated, and possibly there are twice as many.

In discussing the course which the Commissioners will adopt in carrying out the instructions contained in the royal warrant, we may, in the first place, remark that much of the ground covered by the new inquiry has already been gone over by former Commissions. Thus in the year 1856 a Commission, appointed to inquire "into the process, practice, and system of pleading of the High Court of Chancery," issued a report founded upon a very searching inquiry into the system of the Chancery offices. This Commission took evidence on the subject of many suggestions made for alterations in the system, and a great part of the evidence then tendered is of as much value now as it was then. It would seem to be simply waste of time to travel over the same ground again, more especially as, with but two exceptions, the Commissioners of 1856 were lawyers of high standing. The names of those on the present inquiry, on the other hand, present but one practical lawyer, who, while undoubtedly a man of great experience and sound judgment, has not that technical acquaintance with proceedings in the Chancery offices which, considering that the principal department to be investigated is the Court of Chancery, would appear to be pre-eminently necessary. It seems to us that a common law judge without an equity colleague will be very much at a loss on many important points, and it is to be regretted that this was not considered and acted upon in the choice of the Commissioners. Two equity judges, or at least one equity judge and one equity barrister of high standing, would have greatly added to the strength of the Commission. The absence of this element must increase the labours of the Commissioners, and the want of some such person as a solicitor, or even a banker or a merchant, employing professional or highly skilled labour, will be felt when questions arise as to the value of highly paid and specially qualified officials of long standing. However, we may hope that the want of special knowledge in the Commissioners will be atoned for by extra labour, but there can be no doubt that the inquiry will be lengthened by this circumstance.

We may assume that no such one-sided investigation will be entered upon as that on which we have recently commented. The object of the Commissioners will not be to support any particular view, but simply to procure the most impartial and trustworthy evidence. How is this object to be accomplished? One of the witnesses examined before the Select Committee appears to point towards the proper answer to this question when he says, (4942) "You must go to the place, you must send competent persons to look at the books, and watch the work, and cross-examine the men; you can do nothing without it." But this witness does not go far enough. It is not sufficient that competent persons should be sent to look at the books, and to watch the work, and cross-examine the men. The investigation must go much more closely into matters. In order to fully inform the Commission as to the details of each office, it will be necessary not only that the heads of departments should in each instance be examined and checked against each other, but also that several subordinates in each branch should be invited to give their views. Again it is obvious that the official mind is not to be trusted to convey an absolutely unbiassed version of every point which may come under investigation. Those who represent suitors and who practise in the several departments ought to be invited to make suggestions, and these suggestions ought to be answered if necessary by the heads of departments, whose evidence again should be submitted to be rebutted by practitioners. This will apply to all questions which relate to delay in procedure, to departmental increase or reduction, and to other cognate subjects.

There are two other principal points on which the Commissioners will doubtless institute a very careful investigation. These are salaries and patronage. In the evidence taken before the Select Committee we observe a lamentable ignorance of the duties for which gentlemen in legal offices are paid, and of the qualifications which entitle them to receive their salaries. It is not sufficient to say, for instance, that a gentleman is described as a clerk, and that he receives a salary of £500, while no clerk of the same standing in the Civil Service proper is so highly paid or has such prospects of promotion, therefore that the office ought to be reduced in salary. The investigation must not stop at this, the question must be asked what is the qualification required from gentlemen holding the office in question, what is their average age at the time of their appointment, and what, looking at the position of men of like standing, would have been their present prospects had they continued in their profession? These, and such like points, as well as the efficiency of the work done in each office must be fully ascertained before any decision can be come to for reducing the pay or numbers of those employed in any department. And in forming any such decision it is to be hoped that the Commissioners will not lose sight of the fact that it is not of paramount importance that the administration of justice should be self-supporting, but that it is of the highest moment that in the administration of justice efficiency should not be sacrificed to cost.

The question of the future patronage of the offices in the legal departments is one which an impartial set of Commissioners will probably have much difficulty in deciding. It appears, on the one hand, to be absolutely essential that the head of the Court should have full control over its officers, not only by having the power to appoint but also to dismiss in case of misconduct, and on the other hand it seems to be equally important that the Treasury, who have the power of the purse, should be able to exercise some sort of control which shall be effectual.

ACTS DONE WITHIN SCOPE OF EMPLOYMENT.

It is a well-established principle of law that the master is only liable for negligent acts of the servant when such acts are done by the servant within the scope of his employment; but, as is usual with most general principles of law, the real difficulty is to say when the facts of an individual case bring it within the principle. The case of *Burns* v. *Poulson*, a report of which will be found in last week's issue of the *Weekly Reporter* (p. 20), affords a good illustration of this difficulty. In that case a stevedore was employed to ship iron rails, and had a foreman whose duty it was (assisted by labourers) to carry the rails from the quay to the ship, after the carman had brought them to the quay and unloaded them there. The carman not unloading certain rails to the foreman's satisfaction, the latter got into the cart, and threw out some of them so negligently that one of them fell upon and injured the plaintiff, who was passing by. It was held in the Court of Common Pleas by Grove and Denman, JJ. (*dissentiente* Brett, J.), that there was evidence for the jury that the foreman was acting within the scope of his employment, so as to render the stevedore responsible for his acts.

Admitting that the dividing line is often very fine between acts done and acts not done within the scope of the employment, we must say that the reasoning employed by the dissentient judge in this case appears to us to be the more forcible. It seems to have been substantially admitted that it was no part of the stevedore's duty to unload the cart in which the rails were brought; and if so it is difficult to see how in point of time the

course of the employment could begin until the rails were deposited on the quay. The cases in which acts, not in fact authorised by the master, have been held to be acts within the scope of the employment, have mostly been cases in which the acts complained of constituted a manner of performing the duty entrusted to the servant. But if it was no part of the duty of the foreman to unload or assist in unloading the cart, but only to take the rails from the quay to the ship, how could any act of his in unloading the cart be construed to be a manner of doing the duty entrusted to him, and so within the scope of his employment? The fallacy which seems to us to underlie the judgment of the Court is that it seems to have been assumed that if the acts of the foreman were done to facilitate the subsequent performance of his duty, and so with the intention of benefiting the master, they would be done within the scope of the employment. It does not seem to us that this would be so. Suppose that it was the duty of some servant to receive goods from a train at a certain platform, and that, finding the truck containing the goods to be inconveniently placed at the platform, he jumped on the engine and set the train in motion in order to draw the truck into a better position, and an accident in consequence occurred; surely it could not be contended for a moment that the master would be liable in respect of the railway accident. The case is a little more striking and unlikely than that of *Burns* v. *Poulsom*, but we are at a loss to see the substantial distinction. We presume the way in which our illustration would be met by the majority of the Court would be by saying that it must be a question for the jury whether an act can reasonably be said to be within the scope of the employment, and that so outrageously unusual an act as that we have instanced could not be found, as a matter of fact, to be within the scope of the employment; and if it were so found the verdict would be set aside as against evidence. It is not, however, necessary to take so strong a case as that which we have just instanced. Suppose a servant, going to receive goods from a railway, was asked by the porters to assist in pushing a truck to a certain spot along the line, or to pull the handle of the points, or otherwise to assist in their work for the purpose of his receiving the goods, could his master be rendered liable for injury done to third persons if an accident occurred? In *Burns* v. *Poulsom* the foreman interfered with the rails in the cart against the will of the carman, but that seems to make no difference.

In reality the point where the divergence of opinion exists between the majority of the Court and the dissentient judge is, that the judgment of the majority assumes that it might, under certain circumstances, be part of the foreman's duty to assist in unloading the cart. Of course if that were so it would make all the difference; but if the report of the case be correct there was no evidence of that whatever. It seems to have been a sort of assumption from what anyone might readily conjecture to take place very often in such a case, viz., that if the carman has any difficulty in unloading, the person coming to receive the goods would assist him. It seems to us that this is carrying the doctrine of *respondeat superior* a great deal too far. It is a doctrine which, even when rightly applied, in many cases entails great hardship on the master, and is, in fact, in a great measure, based on the expediency of the thing. If the servants were substantial persons worth suing, there can be little doubt that the doctrine would never have grown to its present dimensions. It does seem to us to be carrrying a doctrine of this kind too far to hold that it may extend to acts done by the servant not in the performance of the duty entrusted to him at all, but merely because it may be not unnatural or unreasonable that he should, being on the spot for the purpose of performing his duty, sometimes assist others in the performance of another duty relating to the same subject matter as his own.

RECENT DECISIONS.

PRIVY COUNCIL.

EXTRADITION—PIRACY—HABEAS CORPUS.

Attorney-General of Hong Kong v. *Kwok-a-Sing*, P.C., 21 W. R. 825.

It will be remembered that some years ago, during the time of the American War of Secession, an application was made by the Government of the United States for the extradition of certain persons who were charged with piracy committed on the high seas against an American vessel. The men were committed under a magistrate's warrant, but, on *habeas corpus*, they were discharged by the Court of Queen's Bench, on the ground that, although the extradition treaty between Great Britain and the United States expressly mentioned *piracy*, the term must be confined to that which was exclusively an offence against the laws of the country requiring the extradition (such, for instance, as offences under the statutory piracy of English law, which is committed entirely within British jurisdiction), and that it therefore did not apply to piracy *jure gentium*, which, being committed on the high seas, is equally an offence against and justiciable in every State, and for the punishment of which it was unnecessary to make any provision by treaty (*In re Turnan*, 12 W. R. 858). This reasoning (which, however, did not prevail with Cockburn, C.J.) has now been applied by the Privy Council to a similar case arising upon an extradition treaty, relating to Chinese criminals fleeing to Hong Kong, made between the Crown and the Emperor of China, and which was given effect to by an Act of the Legislative Council of Hong Kong. In that treaty and Act, indeed, the crimes in respect of which alleged criminals may be delivered up are described as "*any* crime or offence against the laws of China." On such general words as these *some* limitation must, as their Lordships observe, obviously be put, but what that limitation ought to be it is hard to say; nor does the judgment furnish us with any guiding principle except the very narrow one, which was alone necessary for the decision, that the offence charged must be one belonging exclusively to the jurisdiction of China. It might, perhaps, be suggested that as the treaty seems rather to have been made for our own interest than for that of Chine, and in order to prevent Hong Kong from becoming a common resort of Chinese criminals, the alleged criminals subject to it should be only those persons whom we ourselves consider fit to be treated as such—that is, persons who have committed in China acts which by English law would be criminal if committed in England. This is, in fact, a limiting principle in all our extradition treaties, even with civilised nations; but even with this limitation the terms of the treaty and the Act would be still far too wide, far wider certainly than those of any other treaty of the same kind, and their language certainly seems to have been improvidently used.

A second point arose in the case of still greater importance. After the Chinaman had been discharged at Hong Kong on *habeas corpus* from the arrest under the Extradition Act, he was again committed for trial in the court at Hong Kong for piracy *jure gentium;* and being again brought up on *habeas corpus* he was discharged, on the ground that 31 Car. 2, c. 2, s. 6, directs that no one who has been discharged on *habeas corpus* shall be again imprisoned for the same offence. In reversing this order the Privy Council have necessarily decided that the words "same offence" in the statute of Car. 2 do not mean "same act," for the acts which formed the foundation of the first arrest were the same as those which formed the ground of the second; and they apparently read them as meaning "same offence according to its legal description and effect." Their language, indeed, seems to go further. "They think" that the statute "can only apply where the second arrest is substantially for the same cause as

the first, so that the return to the second writ of *habeas corpus* raises for the opinion of the Court *the same question with reference to the validity of the grounds of detention* as the first;" but this would apply to the case where the prisoner was discharged on the ground of the illegality of the arrest in respect, not of its cause, but of its mode, which seems scarcely reconcileable with the words of the statute, nor indeed with what is said in the immediately preceding sentence of the judgment. "They do not say, however, that the section may not also apply to cases where a prisoner is discharged unconditionally upon the ground that the warrant on which he is detained shows no valid cause for his detention;" yet in this case the question as to the validity of the grounds of detention would certainly be a different one. The case cannot be taken to be an authority for more than the limited proposition stated above. With reference to the meaning of "same offence" we may refer to *Reg.* v. *Morris* (15 W. R. 999, L. R. 1 C. C. 99), where manslaughter was held not to be the "same cause" with assault within the meaning of 24 & 25 Vict. c. 100, s. 45, although the death was caused by the assault. There, however, the death was an additional *fact*.

EQUITY.

Solicitor—Interest on Disbursements.

Hartland v. *Murrell*, L.C. for M.R., 21 W. R. 781, L. R. 16 Eq. 285.

The 17th section of the Solicitors Act of 1870 (33 & 34 Vict. c. 28) provides that upon every taxation the taxing master may allow interest on moneys disbursed by a solicitor for his client. In *Hartland* v. *Murrell* an important limitation was placed upon the words *every* taxation, which it seems must be read as signifying "every taxation as against the client personally." It was, therefore, held that where the costs were directed to be taxed as between solicitor and client, and paid out of a fund in court, interest could not be allowed upon money out of pocket. This appears to be a narrow interpretation of the enactment, for it would seem that under the present law a solicitor might expressly stipulate for interest upon money out of pocket, and if he did so his right would not be affected by the inability of the client to recoup himself. It is true that the Lord Chancellor suggests that, "if the client had power to borrow and charge the fund with the amount borrowed, then the solicitor might possibly have interest;" and as *Hartland v. Murrell* was a case between mortgagor and mortgagee, the decision might be different in the case of advances made by the solicitor of a trustee. It is certainly not for the advantage of beneficiaries to retain obstacles in the way of obtaining money for the proper conduct of trust business which in other cases have been removed.

It is curious to notice that a similar construction was, in the first instance, adopted with reference to sections 17 and 18 of 1 & 2 Vict. c. 110, under which interest is payable upon costs in Equity. In *The Attorney-General* v. *Nethercote* (11 Sim. 529) it was held that where the costs are to come out of a fund this enactment does not apply. But the decision was corrected by the Legislature, and the 27th section of 23 & 24 Vict. c. 127 makes the rule the same whether the costs are payable by a party or out of a fund.

Parol Agreements Collateral to Leases.

Erskine v. *Adeane*, L.J., 21 W. R. 802; L. R. 8 Ch. 756.

We have before alluded to the singular idea upon which one of the claims raised in this case was admitted by Lord Romilly—that there is an implied warranty by the landlord that the shrubs and trees upon, or close to, the demised premises shall not be injurious to the tenant's cattle. Another claim was allowed by his Lordship based upon the assumption that an implied contract existed between landlord and tenant, whereby the landlord was bound either to keep a certain ditch, constituting the boundary between land of his own in his own occupation and land of his own in the occupation of his tenant, full of water, or to substitute another fence. It is scarcely necessary to say that, on appeal, these claims were summarily rejected, Mellish, L.J., remarking that he had never heard of such a warranty as that alluded to by the Master of Rolls; on the contrary that "in taking a lease of property the rule is *caveat lessee*; he must take the property as he finds it;" that "the common law of England does not imply contracts and agreements to anything like the extent that most other laws do," and that "if the tenant, upon looking over the farm, thought it was for his advantage to have . . . certain fences which were in the possession of the landlord, kept in repair, in order that his cattle might be protected, he should have inserted a covenant in the lease that the landlord would keep those fences in repair."

Upon the third claim the decision of the Master of the Rolls was also reversed, and upon this point the case deserves special attention, as furnishing an illustration of the way in which parol evidence may be admitted to add terms to a written lease, perhaps more striking than that afforded by *Morgan* v. *Griffiths* (19 W. R. 957, L. R. 6 Ex. 70). In the last mentioned case it may be remembered that the plaintiff, who had entered into possession under a parol agreement for a lease, finding his crops injured by rabbits, expressed his determination not to sign the lease unless the rabbits were destroyed. Upon the landlord's promising to do this, the plaintiff asked that a condition to that effect might be inserted in the lease, but, on the faith of a renewed verbal promise from the landlord that the rabbits should be killed, he ultimately executed the lease in its original form, containing a provision that the tenant should not shoot, &c., upon the land, or destroy any game; but should use his best endeavours to preserve the same, and should allow the landlord to hunt, &c., on the land. The plaintiff sued the defendant for the non-performance of this promise, and it was contended that the promise was inconsistent with the terms of the lease, and could not be received in evidence. The Court, however, held that there was a valid collateral agreement founded upon a good consideration—viz., the execution of the lease. In *Erskine* v. *Adeane* the facts, as held by the Lords Justices to be proved, were, that in the course of a negotiation for a lease, the tenant said it was impossible that he could take the land with so much game upon it. Thereupon a promise, with reference to the game, was made by the landlord to the intending tenant. This promise is stated by James, L.J., to have been "that the game of which the tenant was then complaining should be so dealt with as not to amount to a serious nuisance to the tenant . . . The substance of the agreement was, not that there was to be no game there, or that there was not to be game preserved in a reasonable and moderate way, but that there was not to be a quantity of game there, and that he was not to keep an army of gamekeepers, but such an amount of game as one keeper would be sufficient to deal with." Some weeks afterwards, a lease for eight years was executed by the tenant, which reserved to the lessor the exclusive right to all game and to preserve the same, and to shoot and sport over the demised premises, with liberty to the tenant to keep down the rabbits otherwise than by shooting. Their Lordships held the parol promise to be binding in point of law, and allowed the tenant's claim for breach of it. According to this decision it would appear that a collateral parol agreement to do something during the whole term of the lease may be added to a written lease, provided the agreement is not inconsistent with the provisions of the lease, and provided also the lease is executed on the faith of the parol promise.

COMMON LAW.

Nuisance—Landlord and Tenant.

Pretty v. *Bickmore*, C.P., 21 W. R. 733, L. R. 8 C. P. 401.

This case is not easy to understand. The plaintiff claimed damages against the owner of a house for injuries caused to him through the defective condition of a trap in the public highway. The answer of the defendant was that he had let the house—under ordinary circumstances a perfectly good answer. But the force of the answer lies in the fact that the landlord, having let the premises, is not in custody of them, has no right to interfere with them, and cannot therefore be chargeable with their condition. If, however, the landlord let the premises in that defective and dangerous condition, in such a manner as to sanction and authorise the continuance of the nuisance, *Todd* v. *Flight* (9 W. R. 145, 9 C. B. N. S. 377) shows that he would still be liable, and if he were, as between himself and the tenant, under the obligation to keep in repair, there can be no doubt that he would fall within that rule. The defendant had let the premises in question for a term of years by a lease which contained a covenant by the tenant to *keep* in repair, the lessor *agreeing himself to put* the premises in repair. After the tenant had entered into possession of the premises, but whilst the defendant's workmen were still at work upon the repairs, the plaintiff was injured by stepping upon a cellar flap belonging to the house, which was, through want of repair, in an insecure condition; and it appears that as to this cellar flap the defendant had, upon his attention being called to it during the repairs, declined to repair it on the ground that it was, as he alleged, the duty of the parish to do so. The question is, not whether the tenant by virtue of his possession of the premises was liable, but whether the defendant, who had certainly at one time been guilty of a public nuisance, and who had by his agreement continued his right to repair, and to that extent his custody of the premises, and who, as between himself and the tenant, was under a duty to repair, had by his mere letting of the premises discharged himself of his duty to the public. We cannot but regret that the rule to set aside a nonsuit which was applied for was not granted, that it might have been seen whether any case could really be produced where a landlord letting premises which were a nuisance was, under circumstances like those of the present case, held discharged of his liability to the public; and the more so as some expressions in the judgments seem inconsistent with the reported facts. Keating, J., says "that the landlord retained the obligation to repair the premises might be a circumstance to show that he authorised the continuance of the nuisance. There was no such obligation here." But on the facts it appears there was such an obligation, so that on the reasoning of the learned judge it would seem that the landlord did authorise the continuance of the nuisance, at least for so long a time as he was engaged in doing the repairs. And indeed if, as it seems, his allegation was that neither he nor the tenant was bound to do this repair, this is extremely like a consent and authorisation to the continuance of the nuisance so far as either he or the tenant was concerned. Bovill, C.J., also treats the case as if the tenant's covenant were to put in repair. Honyman, J., treats the question as if the tenant were "seeking to shift the liability to the landlord"; but the question is, whether, as against the public, the landlord had succeeded in shifting the liability from himself. It is not impossible that both may have been liable; but at any rate, so far as concerns the landlord, it is difficult to distinguish the case from *Todd* v. *Flight*. It may be doubted whether the case can be securely acted upon.

A meeting of the Articled Clerks' Society was held on Wednesday last. The subjects for discussion were the Judicature Bill (Part IV.) and "That a breach of contract for service ought not to be treated as a criminal offence."

REVIEWS.

A Practical Compendium of Equity. By William Webster Watson, Esq., of Trinity College, Cambridge, M.A., and of the Inner Temple, Barrister-at-Law. Two vols. H. Sweet.

Mr. Watson states the purpose of his work to be "to afford such assistance in Equity as in Common Law practice has been provided by Selwyn's Law of Nisi Prius and Roscoe's Evidence." He accordingly presents us with a digest of the decisions and statutes on the matters principally occupying the attention of the Courts of Equity, arranged under thirty-six titles, placed in alphabetical order. The book contains a great deal of information condensed into a very moderate compass. Its defects are many of them such as result from the desire to compress a wide subject into a limited space. In some instances the information given is rather meagre, and occasionally a few words are all that the author devotes to a topic which might well fill a chapter. Thus the subject of Superstitious Uses (p. 39) is dismissed in less than twenty lines, no attempt being made to specify all the uses which at the present day are deemed to be superstitious. In many places it has struck us that there is a want of proportion in the fulness with which the various subjects are treated. Much matter is inserted which seems scarcely in place in a compendium of Equity; as, for instance, a considerable part of the title on Landlord and Tenant. No doubt, however, it is difficult in this respect to draw the line. We notice also some inequality in the execution of the titles. Some are well arranged—such as those devoted to "Executors and administrators" and "Estates and interests in property"; while now and then we find a title the matter in which appears to have been rather pitchforked together than arranged with any regard to symmetry or convenience. For instance, in the title on "Landlord and tenant-Lease" we find, under a chapter headed "Of leases in general," a section devoted to tenancy by sufferance—the essence of which of course is that no lease or agreement exists between owner and occupier. The subject of "What may be demised" is treated under the heading "Parcels," instead of forming a distinct heading, placed before that devoted to "Lessors and lessees," under which last heading the next chapter—"Leases under the Settled Estates Act"—might have been conveniently placed. So also in the title on Trusts, the chapter on acceptance and disclaimer of trusts ought to have followed chap. 1, relating to the creation of express trusts, instead of following chapters on implied and resulting trusts.

Turning from the arrangement to the matter of the work, we find a similar remark applicable. Many of the titles appear to be very fairly executed; some are very well done, but there are others of which this cannot be said. Among these last is certainly that on Charity and Mortmain. On page 48 of this chapter, for instance, there occurs a sentence which seems to indicate that the writer has not been wholly free from the common confusion between the Mortmain Acts, which restricted gifts to *corporations*, and the Charitable Uses Act, which restricted gifts to charitable purposes. He says, "Where a statute merely confers on a *charitable institution* a right to purchase, take and hold land, this simply operates as a *licence* (see 7 & 8 Will. 3, c. 37) to that effect, rendering it unnecessary to procure such a licence from the Crown (and which is now granted by the Board of Trade), and does not give a right to *acquire* it except in the manner authorised by the Statute of Mortmain." Who ever heard of a licence from the Crown being necessary to enable an unincorporated charitable institution to take land? It is scarcely necessary to point out that in the above extract for "charitable institution." there should be read "*incorporated* charitable institution." On page 54 of the same chapter it is stated, with reference to secret trusts, that "where the devisee is no party to the trust, neither expressly promising nor by silence

implying that he will carry it out, and the devise vests the estate in him, he will be entitled to hold it against the heir or residuary devisee. . . . But if the testator has been induced to make the devise upon an assurance that the devisee will perform the secret trust, the devise fails." What can be the meaning of the devisee being no party to the *trust?* The question in these cases is really whether a trust is created at all. One test of the validity of these gifts, as Lord Cairns has pointed out in *Jones* v. *Badley* (L. R. 3 Ch. 364), is "to consider the case as unaffected by the Statutes of Mortmain and of Wills, and then to inquire whether a trust has been conferred by the testator and accepted by the devisee in such a way that a Court of Equity could enforce it as binding on the conscience of the devisee." Why does not Mr. Watson quote Lord Hatherley's language in *Wailgrave* v. *Tebbs* (2 K. & J. 313), where he says that where "a person knowing that a testator, in making a disposition in his favour, intends it to be applied for purposes other than his own benefit, either expressly promises or by silence implies that he will carry the testator's intentions into effect, and the property is left to him upon the faith of that promise or undertaking, it is, in effect, a case of trust?" In the same chapter we note two or three small inaccuracies in the description of the provisions of 9 Geo. 2, c. 36.

In other parts of the book we observe traces of an occasional want of care. Thus, in treating of contracts in restraint of trade, it is stated that "contracts not to carry on business at, or within a certain distance of, a particular place, though unlimited as to time, are valid." No reference is made to the important requisite to the validity of these contracts, that they must be reasonable—of which one test is that the restriction imposed by them must be such only as to afford a fair protection to the interest of the person in favour of whom it is conferred, and not so large as to interfere with the interests of the public (*Horner* v. *Graves*, 7 Bing. at p. 743). Under the head of 32 & 33 Vict. c. 46, we find no reference to the important case of *Re Williams, Ex parte Williams* (21 W. R. 160). In fairness, however, to Mr. Watson, it should be admitted that however well a digest within such a moderate compass as that he has given us was executed, there would probably always be omissions to be noted. His work exhibits no little industry, and may form the foundation of a book of considerable value to the profession.

GENERAL CORRESPONDENCE.

The New Scale of Commission.

Sir,—In reply to the letter in your last issue from "A Country Practitioner," I would point out that one main object in now issuing a scale is, that by its general adoption in business not transacted for clients holding a fiduciary character, a foundation may be laid for obtaining for it a legal sanction. At present there is no power to legalise a scale of fees based on an *ad valorem* principle, but in the Land Transfer Bill of last session a clause was inserted which will no doubt appear in the Bill when re-introduced next year, by which the Lord Chancellor was empowered to authorise a scale of payment by commission. This is as much as can be at present expected. Parliament could not be asked or expected to settle the details of a scale of commission—it will probably entrust that duty to the Lord Chancellor, who will certainly consult the Incorporated Law Society before issuing any authoritative scale.

No doubt the Law Society would be very glad to receive from your correspondents "M. G. E." and "A Solicitor of Thirty Years' Standing" their suggestions as to amendments in the scale. It is, however, generally understood that the scale recently put forth is the result of a great deal of consideration by the various Law Societies and not by the Incorporated Law Society only, and that with regard to the smaller transactions the scale prevailing in the country, where small transactions form the staple of the business, has been adopted. I certainly do not believe that the Legislature would ever sanction a larger charge than that prescribed by the scale for a loan of £100, nor do I think that it ought to do so. Your correspondent, "A Solicitor of Thirty Years' Standing," does not state what his charge usually is, but where disbursements are added the costs according to the recent scale will amount to a large per-centage on the money advanced. Perhaps your correspondent would, either in your columns or by communication with the Incorporated Law Society, explain particularly the scale of charges which he has been in the habit of using, and which he would desire to see sanctioned. It is most desirable that before the Chancellor is asked to approve any such mode of payment, the profession should be agreed upon the rate to be adopted.

L. G. B.

NOTES.

We recently alluded to the efforts which have been made to draw the attention of the First Commissioner of Works to the disgraceful condition of the building in which the County Court is held at Manchester. We are glad to learn that those efforts have at length been successful. At a recent meeting of the Manchester Chamber of Commerce the reply of the First Commissioner of Works to the memorial of the chamber with respect to increased county court accommodation in Manchester was read, and it was stated that, by arrangement, Mr. Galton, the director of public works and buildings, would meet the representatives of the chamber to confer as to the site of the new court and upon other matters. It is to be hoped that Mr. Galton will not forget that the Manchester Law Association ought to have a voice in the matter.

In the law books published on this side of the Atlantic there are seldom to be found appeals to the tender emotions. Jarman on Wills, or Williams on Executors, are as cold and unsympathetic as a treatise on the integral calculus. We observe that an American writer on the "Probate Jurisdiction and Practice in the County Courts" has attempted to introduce a reform in the mode of treating these subjects. In speaking of probate jurisdiction he says:—

"A jurisdiction so often invoked by those involved in intense sorrow, demands that they should manifest their sincere affection for

> Hearts from which 'twas death to sever,
> Eyes this world can ne'er restore,

not only by a faithful observance of the will of the ancestor or the law of descent, but by closely following in the execution of their trusts and discharge of duties, the custom and practice of the County Court, according to the statute in such case made and provided."

And on the following page the author, under the head of the care requisite in developing such a subject, says:—

"In view of such trusts we approach our subject with feelings of awe. Such feelings are nowhere better expressed than in the Forest Hymn":

From which he proceeds to quote. This reverent spirit is very delightful, but would it not be better to put the poetry into the foot notes?

The Irish correspondent of the *Times* points out some satisfactory results shown by the criminal and judicial statistics for Ireland for the year ending the 31st of July last. Although the pressure on the poor was increased by the unfavourable harvest of 1872, only 2,148 offences and outrages were specially reported to the police in the eleven months preceding the above date, being 274 less than in the previous year. In the same period of 1864, under similar pressure, the number of of outrages was 3,881. "Treason," he thinks, "is extinct, and agrarianism is dying out. Some recent outrages, it may be hoped, are only spasmodic efforts, which show no real vitality. In the first seven months of this year there were nine counties entirely free from agrarian crime. Last year, in the same period, there were only two counties free. In the county Clare there was a temporary revival of agrarian crimes, and the number of offences rose from eight

to twenty-nine; but the special powers of the Peace Preservation Act were put in force, and in July the county was restored to perfect order—a proof of the efficient operation of the law. The number of agrarian offences specially reported to the Constabulary fell from 1,329 in 1870 to 256 in 1872, which is the more gratifying from the fact that the autumn was not as prosperous as in other years."

From the list of offices held by the Lord Mayor, given by the *City Press*, it would appear that intelligent foreigners are perfectly justified in regarding him as a functionary of very great importance. We read with surprise the long list of his judicial duties. He is Judge of the Court of Hustings (which, however does not make any great demands upon his time), Chief Commissioner of the Central Criminal Court (which he officially visits twice during each session). He presides over the London Sessions held at the Guildhall. He used also to be a Justice of the Peace for Southwark, where he opened the Sessions and subsequently presided; but of this duty he has of late years been relieved by other arrangements. He is Escheator-General in London and Southwark, whenever there is anything escheatable, a matter now not of very frequent occurrence. He is Chief Conservator of the Thames, an office which involves the holding of some eight courts in the year, and occasionally a ninth. He has to sign daily hosts of affidavits to notarial documents which may be required here or for transmission to the colonies. He sits in the justice-room at the Mansion House for some three hours or more daily to administer the law, sometimes, also, sitting privately to adjust differences as an arbitrator. We quite agree with our contemporary that "very naturally the personal state" of this over-burdened judge "has always been an object of care and solicitude on the part of the citizens."

It appears that the unseemly differences between high judicial personages on the Irish bench, to which we have before referred, has been renewed. According to the Irish correspondent of the *Times*, in delivering a judgment in a case in which the Court affirmed a decree of the Vice Chancellor, granting an order for specific performance of an agreement for a lease of certain premises, the Court expressed an opinion that certain inquiries should be made in the Court below. The Lord Justice observed that he was of opinion that in its decree the Court should insert a direction that this investigation should be conducted by the Vice-Chancellor himself, and not delegated to his chief clerk. He described an order made by the Vice-Chancellor delegating certain alleged judicial duties, as an ostentatious parade of contempt for the law. He (the Lord Justice) did not expect that the Lord Chancellor would agree to his proposed direction. According to another report, he twitted the Lord Chancellor with "softness" and acquiescing in an illegal course of procedure. The Lord Chancellor said the Lord Justice of Appeal had rightly anticipated his intention. He was not prepared while sitting in that Court to hear gross insults levelled at the Judge of a high tribunal, and the proposition to insert in the decree a direction to the Vice-Chancellor to do his duty involved necessarily an assumption of incapacity, and he declined to assume that the Vice-Chancellor would not have the inquiries properly taken before himself. The Lord Justice of Appeal said they had the ordinance of the Vice-Chancellor himself, and they knew as distinctly as if the Vice-Chancellor was sitting there and telling them, what would be done when the matter went into Chambers. The Lord Justice continued,—"I will not trouble myself with what the Vice-Chancellor thinks of matters of propriety. I have my own ideas of the duty of a Judge of the Court of Appeal. The record in *Howlin v. Sheppard* showed how matters were conducted in the office. The Lord Chancellor showed that he was wholly ignorant of the facts of that case, when he stated that the Vice-Chancellor had better mind the questions in that case himself. The Vice-Chancellor himself when pointing out that two inquiries in that matter were determined by himself, showed that the rest of the proceedings in his Chamber were conducted by the Chief Clerk, uncontrolled by the Judge, and it was in those proceedings that the two miscarriages occurred, which involved the parties in an utterly worthless investigation and an expense of several hundred pounds."

COURTS.

QUEEN'S BENCH.

(Sittings in Banco, before BLACKBURN, QUAIN, and ARCHIBALD, JJ.

Nov. 13.—*The Queen* v. *The Local Government Board.*

In this case a rule had been obtained calling upon the Local Government Board to show cause why a *mandamus* should not issue commanding them to inquire into and to assess and award the amount of compensation either in a gross sum or by way of annuity, to be paid to Mr. William Sparling for the loss of his office in the parish of St. Mary, Islington. Under the Local Act. 5 Geo. 4, trustees were elected triennially for the general management of the whole of the parochial affairs of St. Mary, Islington, including the relief of the poor; and under that Act the trustees had power to appoint, amongst others, "a clerk or clerks" for the purposes of the Act. In 1852 the trustees appointed the applicant their clerk at £250 per annum on condition that he should also act as their solicitor in all legal business under the Act without charge, except for disbursements. Mr. Sparling held the office from 1852 till 1857, when the Local Management of the Metropolis Act was passed, when the power and authority of the trustees, except with regard to the management of the poor, was transferred to the vestry of the parish, and in 1867 the Metropolitan Poor Act passed. In April, 1857, the trustees, as managers for the poor, passed a resolution that the business of the board should be conducted by one clerk at a salary of £250 per annum, with the aid of a solicitor, for the management of the legal business, at a salary of £100 per annum, and that the office of solicitor should be offered to Mr. Sparling, who accepted the office and held it until 1867, but he ceased to be clerk. The Poor-law Board that was then in existence refused to confirm the office of solicitor, as being contrary to the Act, and the duties of that board having been transferred to the Local Government Board, proceedings had to be taken against them.

The *Attorney-General*, the *Solicitor-General*, and *Lumley* appeared on behalf of the Local Government Board, and showed cause against the rule, and contended that Mr. Sparling was not an officer under the Poor-law Act of 1867, and consequently he could not have lost his office by the passing of the act. By the rules of the Poor-law Board no provision was made for the appointment of a solicitor. Mr. Sparling was no other than a professional man contracting with the parish to discharge the professional business, with regard to the poor, for a lump sum instead of being paid by the piece. He was free to discharge other duties.

Cox supported the rule.—He contended that the duties discharged by Mr. Sparling were such that he came within the wording of the Act as an officer acting for the relief of the poor and in the service of the guardians. The word "officer" did not bear the limited construction that had been put upon it, as applying only to the particular officers mentioned in the Act.

QUAIN, J., said it was strange, if a solicitor was to be an officer, that the Poor-law Board should, in the regulations minute, have enumerated clergymen and medical men, and not solicitors or attorneys.

The COURT took time to consider its judgment.—*Morning Post.*

EXCHEQUER.

(Sittings in Banco, before KELLY, C.B., and BRAMWELL, PIGOTT, and POLLOCK, B.B.)

Nov. 13.—*Stocken and Another* v. *Patrick.*

This was an action by solicitors to recover the amount of their bill of costs, tried before Pigott B. in London, when a verdict was found for the plaintiff, the amount to be settled by the master on taxation. It appeared that the defendant and his wife were living apart, he, under a verbal agreement, paying her an annuity of £200. On the 11th of April he called to see her, and a dispute arising, he, as she and her witness swore, committed a cruel and violent assault upon her. On the day following, the 12th, she called upon the plaintiffs, and the result was that certain negotiations were entered into, and a deed of separation prepared; but a difficulty arose as to the amount to be allowed, the defendant being willing to allow £220 a year, but the wife claim-

ing £260. A petition for a divorce, or a judicial separation, was filed, and there was a petition for alimony *pendente lite*. The claim was made upon a statement of a larger income than the defendant possessed, but ultimately an order allowing £120 a year was made. The wife, it appears, afterwards employed some other attorney to prepare a deed, by which the wife agreed to accept, and the defendant to pay £200 a year. For the work performed upon the instructions of the defendant's wife the plaintiffs sued and recovered a verdict, the jury finding that the defendant had been guilty of legal cruelty. The Solicitor-General moved for and obtained a rule for a new trial, on the ground that the wife had no authority to pledge the defendant's credit, the right of the wife to pledge the husband's credit being restricted to necessaries.

Against the rule *Cole*, Q.C., and *Thesiger*, Q.C., showed cause; and the *Solicitor-General* and *J. O. Griffits* supported it.

The COURT, in substance, decided that upon the facts the defendant's wife had taken steps which were necessary to her protection, and which were rendered necessary by the defendant's conduct. She had an implied authority to pledge her husband's credit, and the plaintiffs were perfectly justified in accepting her retainer, and were entitled to maintain the action for work and labour against the husband, therefore the rule would be discharged.—*Times*.

COURT OF PROBATE, DUBLIN.

(Before Judge WARREN.)

Nov. 10.—*Devereux* v. *Devereux*.

Administration granted to the widow of the deceased, although she had been arrested on a charge of complicity in the murder of the deceased.

Shekleton applied on behalf of Michael Devereux, father of Thomas Devereux, that administration should be granted to him. The deceased, Thomas Devereux, was a farmer in the King's County, He was murdered on the 15th of June last, near Athlone. His wife was *primâ facie* entitled to a grant of administration, but there was an affidavit charging her with direct complicity in the murder of her husband. She had been arrested, and the case against her was being investigated pending the assizes. Counsel submitted that under these circumstances his Lordship would not be warranted in granting administration to the widow.

John Gibson, on behalf of the widow, contended that she was entitled to administration. She had sworn positively that she did not know who the murderers of her husband were, and if she knew she would endeavour to bring them to justice. The Court was bound to select the widow, unless it were clearly established she was not a trustworthy person. If his Lordship refused her the grant, it might seriously affect her if she happened to be sent for trial.

WARREN, J., inquired whether the widow had been arrested.

Shekleton said the widow was actually in gaol at present on a charge of murder.

WARREN, J., said that no doubt the widow was *primâ facie* entitled to a grant of administration, and the question was whether the affidavits disclosed matters which deprived her of that right? No doubt there was a charge against her of complicity in the murder. At present it appeared to him to be merely a case of suspicion, and he did not think that sufficient to deprive her of the *primâ facie* right. Besides, if he were to refuse her the grant, it might seriously prejudice her in the defence. He would, therefore, give her the grant of administration, and allow the costs out of the assets.

COURT OF BANKRUPTCY.

(Before Mr. Registrar MURRAY, sitting as Chief Judge.)

Nov. 12.—*Ex parte Cadiot and Johnston, Re Cadiot and Johnston.*

Fresh meeting of creditors allowed where the names of creditors inserted in the statement of affairs have been accidentally omitted from the lists filed with the requests.

Wickens (solicitor), moved for an order under a petition for liquidation for the appointment of a fresh first meeting of creditors. The affidavit upon which the motion was made showed that the debtors filed their petition for liquidation by arrangement on the 25th September, and the first general meeting of their creditors was held on the 14th October, and the adjourned meeting on the 3rd November Upon an application to register a resolution for liquidation it appeared that the names of the City Bank and others were inserted in the statement of the debtors' affairs as creditors, but that their names not having been included in the lists of creditors filed with the requests, they had not received notice. The amount of such omitted creditors would affect the statutory majority of creditors at the said meetings.

Wickens, in support of the application.—The present case is distinguishable from *Ex parte Cobb, Re Sedley*, 21 W. R. 777, L. R. 8 Ch. 727, for the reason that the meeting of creditors was rendered useless solely through the accidental omission of the names of creditors.

MURRAY, Registrar.—Cannot the omission be cured by giving the creditors whose names have been excluded from the lists notice of the application to register?

Wickens.—No, because the majority of creditors will be affected. The omission was entirely an error on the part of the debtors, and occurred by reason of their having in some instances by mistake inserted the names of the acceptors of bills of exchange instead of the names of the holders thereof.

MURRAY, Registrar, thought the observations of the Lords Justices in *Ex parte Cobb, Re Sedley*, were not applicable to the present case, and said that as the omission of the names of creditors was accidental, a fresh meeting might be allowed.

COUNTY COURTS.

LIVERPOOL.

(Before Mr. PERRONET THOMPSON, Judge.)

Nov. 1.—*In re W. H. Chesters.*

Delegation of powers to registrar.

This was an application for the appointment of a receiver under a petition for liquidation, presented by the debtor, a commission merchant in Liverpool.

Rodway, in support of the application, said that the principal assets were in Antigua, and it was important that notice should be sent out to that island that the Court had appointed a receiver.

His HONOUR, having read the affidavits, made the desired order.

Rodway said he wished to call the attention of the Court to the great convenience and benefit which would result to the practitioners and suitors in bankruptcy, if the registrars of the Court were invested with power to dispose of such applications as the one he had just made. The 67th section of the Bankruptcy Act, 1869, empowered the judge to exercise a right of delegation, and in other local courts the registrars were invested with such power. In this case he had spent the best part of a day in obtaining an audience from the judge in a matter which, when heard, only occupied a few minutes. The registrars, who were universally admitted to be most competent, had been in attendance all the day, but had declined to act on the ground that they were without authority.

His HONOUR said it was his desire to promote the convenience of all parties, and he should take an early opportunity of consulting his colleague (Mr. Collier) as to the advisability of adopting Mr. Rodway's suggestion. The difficulty experienced in making the application just heard had arisen through his unavoidable absence from Court, he having to attend at some distance to inspect machinery, which was the subject of a pending motion in Bankruptcy.

Rodway said he was aware that his Honour had been engaged on Court duties, and it was not by way of complaint but with the greatest respect, and simply as a suggestion that he had mentioned the matter.

Nov. 8th.—On this day his HONOUR intimated that he had considered the point raised by Mr. Rodway, and, with the concurrence of the registrars, he had delegated to them power to act in the appointment of receivers whenever the court, through being occupied by other duties, was inaccessible.

THE RAILWAY COMMISSION.

(Before Sir F. PEEL, Mr. MACNAMARA, Q.C., and Mr. PRICE.)

Nov. 10.—*The Corporation of Dover* v. *The South Eastern and London, Chatham, and Dover Railway Companies.*

F. Meadows White applied, under sections 6 and 15 of the Act of last session on behalf of the Town Council and Cor-

poration of Dover for a writ of summons against the South Eastern and London, Chatham, and Dover Railway Companies to show cause why an injunction should not be granted against them to compel them to cease giving undue advantage and facilities for passenger and other traffic to Ramsgate, Margate, Deal, and other towns, to the prejudice of Dover. The application, he said, divided itself into three parts. The first complaint was that the fares to Dover were unduly high, having regard to the fares that were proved to be sufficient for Ramsgate and Margate. Thus in many instances express fares were charged to Dover when they were not charged to Margate and Ramsgate. There were also two or three fast trains, which were really express trains, every day to Ramsgate and Margate, while there were none to Dover except at the regular first class express fares. Secondly, he complained that the third class trains to Dover were limited in number, and that they were run at inconvenient hours. In point of fact, there was no cheap fast train accommodation at all to Dover, and Dover was prejudiced by the superior accommodation afforded to Ramsgate and Margate. To prove this, the learned counsel referred to the 4.45 p.m. train from Charing-cross, by which passengers to Dover were obliged to travel either first or second class, and to pay express fares, while passengers for other stations could travel third class. Thirdly, he complained that meat, poultry, and other articles were conveyed to Dover at higher charges than to other places.

The Commissioners directed that a joint writ of summons should issue.

Goddard v. *The London and South Western Railway Company.*

Mr. Goddard, a carrier between London and Salisbury, applied for a writ of summons against the London and South Western Railway Company, to show cause why an injunction should not be granted against them to compel them to refrain from granting undue preference to their own agents, Messrs. Chaplin and Horne, in the collection and delivery of goods at Salisbury. The Commissioners granted the writ.

THE LAND TITLES AND TRANSFER BILL, 1873.

Paper read by Mr. G. J. Johnson, of Birmingham, at the Meeting of the Metropolitan and Provincial Law Association, at Birmingham.

In the discussions at the Committee of our local Law Society on Lord Selborne's Bill of last session, it became evident that many of our members had not any decided opinion as to the principles on which that measure was founded. It seems to me to be a project of grave importance, both to the community and to the profession, and one about which we *ought* to have an opinion; and for this reason, and because this or some other bill dealing with the same question is likely to be again brought forward next session, I propose shortly to comment on the principal features of the scheme, avoiding all questions of mere detail, as more suited for a report such as the very admirable one prepared by the Incorporated Law Society of Liverpool.

In considering this or any other question of legal reform, the first thing to be done is to ascertain accurately what are the evils which it is supposed that the alteration will remove; and these range themselves under the two chief heads of (1) title and (2) transfer.

(1.) As to title, it is asserted, and may be admitted to be the fact, that by the ordinary operations of conveyancing, a purchaser of land cannot obtain an absolutely certain title; and can only attain to a very high degree of probability that the title he does get is a good one by tracing its history for sixty years.

It is also asserted, and with truth, that this investigation, however carefully conducted, has to be renewed on every dealing with the property; and that on account of the onerous and expensive character of such investigation, the proper limit of sixty years is constantly shortened, even under the sanction of the Court of Chancery itself, by which shortening, although costs are saved, the probabilities of the goodness of the title are diminished.

(2.) As to transfer, it is asserted that the numerous and varied kinds of interests which may now be created in land, and which attach themselves to the legal ownership, render necessary the joinder of parties, and the use of complicated forms, which would be unnecessary if there were always some one or two registered proprietors in a position to sell or deal with the land, irrespective of the various modifications of beneficial ownership.

To explain the causes of this state of things is foreign to the purpose of this paper, and would require a volume to do it properly. Suffice it to say that it is not, as is generally supposed, the fault of the lawyers. It is the result of a succession of contrivances, extending through centuries, to evade the restrictions of feudalism, and to enable Englishmen to gratify one of their strongest instincts—viz., to deal with their land as they please, and without anybody but the persons concerned knowing anything about it. As for a long time this had to be done indirectly, and by means of all sorts of subtle contrivances, it is not to be wondered at, although it may be regretted, that our law of real property is as complicated as it is; but whatever be the cause of this complication, it appears to me clear that the complexity is an evil, and, if it be possible to simplify it, it ought to be simplified; and if it be not possible, it must be because the lawyers of the present generation are not as astute as their predecessors, who invented the contrivances of fines and recoveries, the doctrines of uses, lease and release, and other means of escape from a system which had become unsuitable to the growing wants of the community in which they lived.

At the outset we are met with the initial difficulty of all alterations in any established system, especially one which has been slowly built up during six centuries, and that is, how are we to effect the transition from the old system to the new? The popular notion is that you have only to pass a short statute to the effect that "from and after the commencement of this Act all lands and interests in land shall be transferable in like manner as stock in the books of the Governor and Company of the Bank of England," and the thing is done. All lawyers know that at present this is impossible, for these, among other, reasons:—

1. In the case of stock, only one kind of interest is recognised—namely, the absolute ownership; whereas for centuries past all kinds of interests—interests in possession, reversion, remainder and expectancy; to say nothing of other partial interests such as mortgages and leases—have been freely created out of, and are clothed with, the legal ownership; and in addition to these there is the still greater mass of beneficial and equitable interests.

2. The stockholder cannot encroach upon the boundaries of any other stockholder, or be encroached upon by him; nor is he entitled to, nor can he be made subject to, any of the rights over other people's property which lawyers call easements. In the case of land, the determination of my boundaries and rights is in reality the determination of the boundaries and rights of every adjoining owner.

3. In the case of stock there is the starting point of registered absolute ownership, which is the desideratum in landed property.

Now, unless we are prepared to register every tenant in possession of land as the absolute owner thereof, which is seen to be absurd as soon as stated, this starting point can only be got in one of two ways:—

1. By investigating the title of the present owner; and if such title be found to be good, placing him on the register, and certifying his ownership.

2. By putting any person on the register who shows an *apparently* good title, leaving it to the operation of the statutes of limitation to perfect such title.

The first of these modes has the merit of securing a clear starting point, and was the foundation of Lord Westbury's Act of 1862, and of Lord Cranworth's Declaration of Title Act of the same session. It has been tried, and has failed; in the sense that only a comparatively small number of applications to place lands on the register have been made, and the number of such applications is decreasing. The reasons for this failure are clearly shown, in the report of the Royal Commission of 1869, to be, *not* the opposition of our branch of the profession, but the danger, delay and cost of having in all cases to prove a sixty years' marketable title, and to settle the boundaries as against adjoining owners. To put the matter plainly, the landowners of England think the advantages of registration too dear at the price required to obtain it. The Land Transfer Bill of last session, therefore, proposes to adopt the second mode—to make registration

easier, at the sacrifice of some of the advantages of the Acts of 1862. The settlement of boundaries is, in all cases, to be optional with the applicant (section 35), and he has a choice of three modes of registration:—

1. With absolute certified title; if after investigation a twenty years' good holding title is shown;

2. With limited certified title—*i.e.*, limited to a date selected by the applicant;

3. Simple registration, in which the date of registration is the starting point.

It is obvious that in the two latter cases the attainment of the chief benefit of registration—viz., indefeasibility of title, superseding any further investigation, is postponed until, by the operation of the statutes of limitation the document placed on the register as the root of the title is secured from impeachment. Until that time arrives, the previous title must be shown and investigated as at present.

So, also, unless the boundaries are settled as against adjoining owners, such boundaries must be verified by evidence independent of the register. In these points the scheme is inferior to Lord Westbury's, but as it is quite clear that the landowners of England will not have the greater benefits of Lord Westbury's scheme on the onerous conditions on which alone it is possible, there is no way to get a starting point other than that proposed by the Bill of last session—viz., beginning with the best provisional one which can be conveniently got, and trusting to time to cure all its original imperfections. To accelerate the ripening of registered titles not certified as absolute at the time of registration, Lord Selborne proposes, by the Real Property Limitation Bill, to shorten by one half the present statutory periods of limitation.

Whichever plan of registration be adopted, it is to be noted as the key of the system that the only proper evidence and muniment of title will be the possession of the land certificate (section 65), which will be a transcript of the record of title on the register. In order to render unnecessary all investigations into the past title, it is intended that there shall never be more than one, and that the last, land certificate in existence. On every transfer the then existing certificate will have to be given up; and a new one granted to the transferee, if he acquires the whole of the land comprised in such existing certificate; or, if not, a new certificate will be given to the transferor for the land which he retains, and another to the transferee for the land he acquires. Thus all investigation of the title anterior to the certificate will be unnecessary, if not impossible; and when it is once ascertained who is the registered owner, then (subject to the restrictions to be presently mentioned) he will be in the same position as a registered transferee of stock, that is to say, he can transfer the legal interest discharged of all equities and trusts whatever. In point of fact a transferee from him is in a better position than a transferee of stock, inasmuch as he will not be affected even by express notice given to him of any trusts not appearing on the register.

The modes in which equitable or beneficial interests are to be protected against the improper exercise by the registered owner of the absolute power of disposition vested in him, are chiefly two:—

1. *Restrictions on the power of disposition to be stated on the register*; which can only be done with the concurrence of the registered owner, and which doubtless will generally take the form of making the consent of some one or more of the beneficial owners necessary to any dealing with the property.

2. *Inhibitory orders by the Court of Chancery*, the time and opportunity to obtain which are secured by entering on the register caveats; and these caveats may be entered adversely by any person claiming an interest in the property.

Subject to these provisions the registered proprietor will be the only legal owner in fee. All other modifications of ownership may be created just as freely as at present, *but they will be equitable estates only*, protected, if at all, by means of restrictions and caveats.

The land being registered, the next point is the consideration of the provisions as to its future transfer.

The best mode of making clear the operation of the new system is to set down in order the successive steps of the process which will have to be gone through in a transfer of land, both by a registered and an unregistered owner.

In the case of a transfer by the registered owner, or in other words the dealing with the legal title, we shall have in all cases—

1. To examine the land certificate as the proper evidence of title, and to search the register for restrictions under section 104, for caveats under section 108, and for inhibitory orders under section 113, in lieu of perusing and examining an abstract.

2. To prepare and register the transfer, the form of which remains to be prescribed.

3. Whenever the boundaries are not certified, we shall have in addition to verify the boundaries.

4. Whenever the title is not certified as absolute, we shall also have to investigate the title previous to registration, up to such a period as will be satisfactory.

Mortgages by the registered owner (in the bill called "charges") are the subject of a separate set of provisions which appear to require some very considerable modification. The form of mortgage is to be prescribed by general rules, and the mortgage itself will have to be registered, delivered to the registrar, and kept by him, and he will, if required, give the mortgagee a certificate of ownership of the charge. The 74th section contains a most singular provision that the charge is to imply a covenant on the part of the registered owner *for the time being* to pay principal and interest. The effect of this is to convert what has hitherto been a personal covenant into a covenant running with the land; and, considering that in all estates in settlement the successive registered owners will be trustees only, there is great force in the recommendation of the Liverpool Society that the provision should be exactly reversed, and that a charge should not imply any covenant whatever on the part of the registered owner. It will then be competent for the mortgagee to take a separate personal covenant, either from the registered owner or anybody else who is willing to enter into it, and which covenant the mortgagee can keep in his own possession to be sued upon when necessary.

In the case of transfers by unregistered owners—*i.e.* of beneficial interests—we shall have—

1. To investigate the registered title, and its restrictions and caveats;

2. To investigate the equitable or unregistered title just as we do now;

3. To prepare the transfer or security, as to which all the present practice will be applicable, it being provided that any such disposition shall operate only on the equitable interest;

4. To protect the equitable title thus acquired by proper restrictions or caveats on the register.

Thus it will be seen that whether any transaction with respect to a registered estate concerns the legal or the equitable interest, in order to ascertain the state of the title recourse must necessarily be had to the register, and, therefore, facility of access to the register is of the first importance; is, in fact, the essential point to be provided for in order to make the provisions as to transfer work easily and to prevent the certain inconveniences, and possible frauds, which will be the result if difficulties are interposed in the way of always consulting the register.

This facility of access involves of course the establishment of district registries all over the country, and also, as I submit, an alteration in the proposed provision on the subject, which is contained in section 137 of the bill, which prohibits inspection of the register except to certain classes of persons—viz.,

1. The registered proprietor of any land, lease, or charge.

2. Any person authorised by such proprietor or by order of the Court of Chancery;

3. Any person who has entered on the register any notice or caveat affecting such land, lease, or charge.

The object of this provision is obvious enough. It is to prevent the opposition which would be felt to the publicity of an open register; all dealings with their property, especially mortgages, being among those things which Englishmen always have had, and still have a desire to keep secret. To gratify this desire as to landed property led to the invention of "secret assurances" and the resulting contrivances which form so large a part of our system of conveyancing. This desire for secrecy, and the provisions of the bill that no partial interests shall be registered, will bring about a state of affairs analogous to that which prevailed before the Statute of Uses—*i.e.*, vesting estates in

several joint registered proprietors corresponding to the feoffees in trust and shrouding the beneficial interests under the cover of "restrictions" and "caveats." But whether this or any other means will be found to avoid the terrors of the publicity of an open register, it seems to me that it is impossible to transact business rapidly and safely without an open register, and that the framers of this or any similar measure must decide whether they will sacrifice publicity to facility, or facility to publicity.

Take as an instance the case of a person requiring an immediate loan, say from his bankers, on an equitable interest in land. As we have seen, the searching of the register is the first step in the process of investigation, but the registered proprietor who alone can authorise that search, may not be accessible, and, as the bill stands, there is no provision enabling the beneficial owner to authorise a representative to search. There will in such cases, unless this provision of the Act is modified, be as much difficulty in getting an advance on equitable interests in land, as there is now on equitable interests in funds in the hands of trustees. For every purpose of facility and cheapness of transfer it appears to me an open register is essential, and there is a better way of landowners securing themselves against impertinent curiosity than by peddling restrictions on search. For many years past there has been an open register of wills without any evil results.

The practical effect of the provisions as to transfer may be summed up thus:—As to registered dispositions by registered owners (*i.e.*, absolute sales, mortgages, or, as the Act calls them "charges,") certainty of title will be ultimately secured, and if reasonable facilities are given for searching the register, facility of transfer will be promoted. As to all other dispositions—*i.e.*, all unregistered dispositions by legal owners and all dispositions by equitable owners, the measure will not affect the present modes of alienation, but will simply add the cost of investigating the registered title to the present.

Of the two parts of the bill, therefore, the provisions as to title seem to be clear and certain in their operation; but the provisions as to transfers appear to be incomplete in theory and uncertain in practice, and to require some years' experience before it can be ascertained whether they are workable or not.

In order to place before the meeting certain definite points for discussion, I submit the following as tentative and not dogmatic propositions:

1. That so much of the bill as concerns the registration of title is good, and should be supported by the profession as solving the difficulty of ultimately clearing all titles placed on the register without the cost of a previous judicial investigation, and avoiding the other difficulties which have been found so inimical to the general adoption of the Acts of 1862.

2. That the provisions as to transfer require, in order to the rapid and safe transaction of business, an open register.

3. That the proposed machinery of caveats is susceptible of improvement. These caveats will be the means whereby all equitable interests in land will be protected, and as the system of registration of title gets to work an increasing number of estates will be placed on the register in the names of trustees.

As at present framed, the only effect of a caveat is to ensure to the person lodging the caveat (in the bill called "the cautioner") twenty-one days' notice of any dealing with the land, and when the cautioner gets notice of any such intended dealing he will have to file a bill in Chancery to enforce the recognition of his interest, and if he desires to prevent the intended dealing he will have to give security to prosecute the suit. It seems to me that delay and cost will be both prevented by permitting the validity of all caveats in the first instance to be decided by the registrar, subject, of course, to an appeal. Considering that all dealings in land must still be evidenced by some written document, the majority of questions which will arise on caveats will be of a nature to be summarily decided by the production of the documents out of which they arise, and can be more easily and satisfactorily disposed of in the registrar's chambers than in any other mode. In point of fact the registrar should have entire judicial authority as a court of first instance, to decide upon all questions as to entries upon the register of caveats and notices, subject of course to an appeal, and security should not be required to be given except in case of an appeal from his decision.

4. The provisions as to mortgages—or, as they are in future to be called, "charges"—appear to need very careful revision. It would seem, from section 73, that the mortgage will not in future carry the legal estate to the mortgagee, but will only give him a lien, and, if so expressed, a power of sale, which, when exercised, will entitle the purchaser to be placed on the register as proprietor. That is simple and straightforward enough, but in order to obtain the repayment of his money, a mortgagee often requires to eject tenants, and to exercise other rights, which rights the law at present annexes to the legal estate and to nothing else. Again, although it is stated that a mortgagee is to have the right of foreclosure, it does not appear how he is to obtain the legal estate in that event.

These and many other points sure to occur in the course of practice, in which the non-possession of the legal estate will place the mortgagee of a registered estate at a disadvantage, show the necessity that these provisions should be carefully considered. In fact the whole of the provisions as to mortgages are thoroughly impracticable, *e. g.*, section 98 making it necessary for the transferee of a mortgage to apply to the Court after notice to the mortgagor in order to get himself placed on the register instead of the transferor. On the production of the transfer, the registrar ought to be bound to place the transferee on the register without notice to the mortgagor, or otherwise the mortgagee will be in a much worse position than at present.

5. As before observed, the establishment of district registries appears absolutely essential to the proper working of the scheme, and I submit that the basis of the index of registration should be the *parcels* identified by a map, and not the names of the parties, as the best mode of ensuring facility and accuracy of search. On this point I would direct attention to the very clear pamphlet of Mr. George Whitcombe, of Gloucester.

6. The provisions in the bill as to solicitors are some of them satisfactory, and some very much the reverse. Section 164, enabling the Board of Registry to make rules for our remuneration, based on the principle of a percentage sum, or an *ad valorem* scale, is a step in the right direction. The expressions "or other agents" which occurs in sections 12, 36, 46, 169, and 154, should be either omitted altogether or defined to mean agents of solicitors only. The confidence now necessarily reposed in solicitors in transactions in real property will be quite as necessary under the new procedure as it is now, and it is not too much to require that no person shall be permitted to engage in these transactions as agent for any other person except he be thoroughly competent and be under the control which solicitors now are.

Lastly.—I contend that even with the most perfect system that can be devised, *à priori* much alteration will be found to be necessary in its practical working, and that until a satisfactory system has been established and verified by experience, it is highly inexpedient to make registration compulsory after two years, as it is proposed to do by section 18. I venture on this head to repeat, in substance, what I stated in a paper read on this subject at the last meeting at Bristol—that the history both of attempted and actual legislation on this matter is a warning against making provisions compulsory until they have been fairly tried and found to be workable. From the year 1830 to the year 1853 the proper remedy for the admitted evils of real property law was supposed to be registry *of deeds*. It was recommended by the Real Property Commissioners in 1830 and embodied in numerous bills introduced from that time until the year 1850, and in the latter year the Registration and Conveyancing Commission formally reported that this salutary improvement was continually frustrated by the persistent opposition of attorneys and solicitors. In the year 1853 another attempt was made to establish a register of deeds, and the select committee to whom the bill was referred investigated the whole question, and reported that *we* had all along been right, and the public and the theorists were wrong, and that registration *of deeds* would do more harm than good. From that time registration of *deeds* (which for a quarter of a century had been the favourite panacea for all the evils of real property law)

was discarded in favour of a scheme of registration of title. This latter scheme was embodied in the legislation of 1862, which in its turn has failed in its original shape, and it is about to be improved by Lord Selborne's bill.

The provisions in this measure now before us are new and untried, and, great as is their apparent superiority to the provisions of 1862, we can never be sure that any measure is good until it has been decided by experience, and, having regard to the fact that all dealings with real property (unlike making fresh rules of practice in the courts) are permanent in their character, I maintain it is most unadvisable to make this measure compulsory unless and until it has been fairly tried, and that, therefore, section 18 ought to be struck out of the bill.

WORKING OF THE LAND TRANSFER ACT IN NEW ZEALAND.

We have been favoured with the following report on the working of the Land Transfer Act in New Zealand:—

Report of the Registrar-General of Land for the year ended 30th June, 1873. Presented to both Houses of the General Assembly by command of His Excellency.

No. 1.

Mr. Williams to the Hon. J. Bathgate.

Office Register-General of Land, Christchurch, 30th July, 1873.

Sir,—I have the honour to lay before you the results of the working of the Land Transfer Act for the year ending the 30th June, 1873.

The revenue for the year, as estimated by my predecessor, was £8,500; the actual receipts have been £7,125.

The amount voted for the year's expenditure was £9,329 15s. Owing to various reductions that have been found practicable, a saving of about £900 has been effected.

The revenue for the year ending the 30th June, 1872, was £4,539 17s. 11d., and the expenditure £8,025 19s. 1d. It will be seen, therefore, that while the revenue of the Department has increased during the past year by about 65 per cent., the expenditure has exceeded its former limits by a comparatively small amount.

Taking the whole of the past year, the expenditure has been in excess of the receipts, but for the last three months the Department has been paying its expenses and yielding a profit.

If it be borne in mind that no less than ten separate offices have to be maintained, the fact that the system has become self-supporting in little more than two years after its first establishment cannot be considered as otherwise than satisfactory.

I estimate the revenue for the ensuing year at £9,000; the expenditure at £8,090.

Experience in the working of the Act has shown that reductions were capable of being made in various directions without impairing the efficiency of the Department.

The inaccuracy of the surveys in many parts of the colony is a serious hindrance to the Land Transfer system. The Report of the Conference of Chief Surveyors lately held in Wellington fully justifies the urgent representations that were from time to time made to the Government on this subject by my predecessor, Mr. Moorhouse.

Thus far the working of the Land Transfer Act has shown that its main principles are sound, and the adoption of these principles, including the very important one of the non-registration of Trusts, by the framers of the Land Transfer Bill now before the English Parliament, is an additional testimony in their favour.

In several minor points the Act is capable of amendment, and some of the clauses might be expressed more clearly than at present. It seems advisable, however, to await the teaching of a more matured experience before submitting a Bill to the Legislature, and to be content to suffer in the meantime some slight doubt and inconvenience rather than to encumber the Statute Book with imperfect Amendment Acts.

The Land Transfer Act is a step, and a very important one, towards the assimilation of the law of real property to that of personal—the goal to which all true reforms of the law of real property tend. It is, nevertheless, but a step—a piece of a new system patched on to the old; and unless a further advance is made, its want of coherence with the old law must ultimately lead to doubts and litigation.

What should follow would seem to be an enactment that real estate, on the death of its proprietor, should devolve on his executors or administrators, and be distributed as personal estate. This could be effected by a very short Act, and the fundamental distinction between the two classes of property would be at once destroyed. If this were done, an enormous mass of learning would be got rid of, and it would not be chimerical to hope that the whole law of landed property might ultimately be arranged in logical order and expressed in terse and plain language, so that any intelligent person might find in a single volume the knowledge for which lawyers ransack whole libraries.

I trust that the above remarks will not be considered out of place; but I am so thoroughly impressed with the conviction that further reforms are necessary to give full effect to existing legislation, that I cannot refrain from expressing my opinion.

I have nothing further to add, but to tender my sincere thanks to those gentlemen who have assisted me in the task of administering the Department; a task which, so far as I am concerned, has been rendered comparatively light, by the complete manner in which the Department was originally organised by my predecessor.

I append returns—(a) of the business transacted under the Act during the past year; (b) of the fees received during the same period; and (c) of the amount secured by mortgage under the Land Transfer Act on 30th of June last.

Deeds Registry.

The estimated revenue for this department for the past year was £13,500; the actual receipts were £13,434.

The amount voted for the year's expenditure was £9,186 10s.; the amount expended about £8,700.

For the ensuing year I anticipate a falling off in the receipts, mainly from the fact that the number of Crown grants registered will be further diminished owing to the grants of land bought from the Crown since the beginning of 1871 being under the Land Transfer Act.

Apart from this, the general revenue of the Deeds Registry keeps up steadily. The greatly increased number of transactions consequent on the prosperity of the colony tends to replace the business that has been diverted by the Land Transfer Act.

I estimate the revenue for the ensuing year at £12,500; the expenditure at £8,360.—I have, &c.,

JOSHUA STRANGE WILLIAMS,
Registrar-General of Land.

APPOINTMENT.

Mr. R. E. WEBSTER has been appointed Tubman of the Court of Exchequer in succession to the Hon. A. H. Thesiger. The learned gentleman was called to the bar at Lincoln's Inn in Easter Term, 1868.

SOCIETIES AND INSTITUTIONS.

LAW ASSOCIATION.

The usual monthly meeting of the directors was held at the Hall of the Incorporated Law Society in Chancery-lane on Thursday, the 6th inst, the following being present, viz.:—Mr. Steward (Chairman), Mr. Bennett, Mr. Burges, Mr. Carpenter, Mr. Collisson, Mr. Drew, Mr. Hedger, Mr. Park Nelson, Mr. Nisbet, Mr. Sawtell, Mr. Smith, Mr. Williamson, and Mr. Boodle (Secretary), when a grant of £50 was made to the daughter of a deceased member, two grants of £10 each were made to the widows of non-members, three new members were elected, and other ordinary business was transacted.

LAW STUDENTS' DEBATING SOCIETY.

At the usual weekly meeting of the society held at the Law Institution on Tuesday evening last, which was well attended, the following question was discussed: "On the winding up of an insurance company is the holder of a current policy entitled to prove for such a sum as would have been required at the date of the winding up by a

similarly constituted but solvent office for a policy of the like amount, conditions, and premium?" After a good debate the question was decided in the negative.

BRISTOL ARTICLED CLERKS' DEBATING SOCIETY.

A meeting of this society was held at the Law Library, on Tuesday evening, the 4th inst., at seven o'clock, G. F. Prideaux, Esq., solicitor, occupying the chair. It was the first open night of the session, and a large number of members and several strangers were present. Mr. Doggett opened in the affirmative, "That the character and general policy of Cromwell have been unreasonably assailed." Mr. Kimber opposed and, after a spirited discussion, he obtained a large majority.

LAW STUDENTS' JOURNAL.

GENERAL EXAMINATION OF THE INNS OF COURT.

Michaelmas Term, 1873.

General Examination of Students of the Inns of Court, held at Lincoln's-inn Hall, on the 30th and 31st October, and 1st November, 1873.

The Council of Legal Education have awarded to Sidney Woolf, Esq., of the Middle Temple, an exhibition of twenty-five guineas per annum, to continue for a period of three years; to Christopher Cavanagh, George St. Leger Daniels, John William Edwards, Jesse Herbert, Robert Johnson, Sydney Twentyman Jones, James Knighton, William James Laidlay, John Kirkwood Leys, John Page Middleton, Frank Normandy, William Blake Odgers, Meering Bloomfield Seager, Henry Vansittart, Charles Henry Wharton, Robert Wilson, William Henry Charles Wilson, Esqs., of the Middle Temple, the Honourable William Ashburnham, Thomas Barclay, William Houston Boswall, William Oldham Dawson, William Evans, Reginald Gray, Cecil George Kellner, John Gilbert Kotze, William Samuel Lilly, James Patten, James Biggs Porter, William Sheepshanks, Edward Storr, James Wallace, Arthur Welch, Esqs., of the Inner Temple, Montagu Clementi, Walter Wilson Leroux Cosser, James Sutherland Cotton, Edward Morton Daniel, Madgwick George Davidson, William Manning Harris, William Frank Jones, Alfred Nundy, Arthur Horatio Poyser, Samuel Stephens, William John Tanner, Harold Thomas, John Tweedie, Sydney Edward Williams, and Arthur Yates, Esqs., of Lincoln's-inn, certificates that they have satisfactorily passed a public examination.

HINDU AND MAHOMMEDAN LAW, AND LAWS IN FORCE IN BRITISH INDIA.

Michaelmas Term, 1873.

Examination of Students of the Inns of Court, held at Lincoln's-inn Hall, on the 27th, 28th, and 29th of October, 1873.

The Council of Legal Education have awarded to George William Cline, Esq., of the Middle Temple, Thomas Von Donop Hardinge, George McWatters, Raj Kissen Sen, Esqs., of the Inner Temple, Charles Dalton Clifford Lloyd, John Tweedie, and Henry Charles Creighton Wood, Esqs., of Lincoln's-inn, certificates that they have satisfactorily passed an examination in the subjects above mentioned.

In the case of *In re Heathcote's Trusts*, 21 W. R. 862, which came before the Lords Justices on Saturday on appeal from Vice-Chancellor Malins, counsel for the appellants, according to the *Globe*, asked their lordships to allow the case, as being one of considerable importance, to be argued before the "full Court of Appeal." Lord Justice James informed the learned counsel that the court, as then constituted, was "full," and the arguments were thereupon proceeded with. Their Lordships overruled the decision of the Vice-Chancellor, Lord Justice James, in the course of the argument, inquiring if it was usual for a Vice-Chancellor to overrule canons of construction laid down twenty years ago, and received without question ever since.

MR. FITZJAMES STEPHEN ON POPULAR GOVERNMENT.

Mr. Fitzjames Stephen, Q.C., delivered the first of two lectures to the Edinburgh Philosophical Society on Tuesday night on "Popular Government." The learned gentleman laid down three propositions on which to speak—1, that parliamentary government has been established in this country, and that it is impossible to suppose that it will be seriously modified at any period with which we are connected; 2, that parliamentary government is in some respects defective; and, 3, that these defects admit of alleviation, but that they cannot be removed by any single legislative step. Mr. Stephen said the constitution of this country is more popular than that of any other country in the world. It is more democratic than it would have been if it had been originally constituted upon a democratic basis. In no country in the world does public opinion act so imperiously upon the course of affairs. It acts to nothing like the same extent in the United States of America. No government indeed is, strictly speaking, more popular than that of the Americans in theory. No doubt the prerogatives of the Crown are almost unlimited, but practically the power of the Crown is reduced to little more than personal influence. In America the President possesses far greater power than the Queen does in Great Britain. Our Government is full of constitutional fictions, and it is singular that few Englishmen have observed the effect which our love for these fictions has produced in the House of Commons, one of the most absolute, unrestricted, thorough-going authorities to be found on the face of the earth. The majority of the House of Commons is for the time being absolute master of everybody's fortune in this country. Though the defects of parliamentary government are many, anyone who, on this account, speaks disrespectfully of the system under which we live manifests gross ignorance. Whatever faults our institutions may have, they have found a solution of the problems which have been raised in most other countries in Europe. Through them we have reached the state of equilibrium in which changes are effected by thought instead of violence. Under them everybody feels deep interest in public affairs. In consequence of them there neither is nor ever was any nation in any part of the world in which so many intelligent, right-minded, and reasonable men seriously devote themselves to public affairs; and, so long as political life continues to be the career of men who do not make politics a trade or a system of gambling, the defects of our system of government can be borne, discussed and remedied. Should political life become a trade the defects might probably become insufferable. Passing to consider the nature of the defects, they arise mainly from the placing of government in the hands of a popular assembly. There are some things which must be done by Parliament, and which cannot be done in any other way. There are some things which Parliament cannot possibly do well, and which it would be wise to delegate to some other person or persons. The things which Parliament cannot do thoroughly well are things which are in themselves of very great importance, and which are daily growing in importance. One of the things which Parliament should do is to exercise general control over all matters of principle. Parliament, and Parliament only, can do such things, or make an extension of the suffrage. It must decide all questions on which there is a conflict of opinion, otherwise on such matters we might go on arguing for ever. Without Parliament, indeed, the trials of force which the conflicting powers in the nation must make, would have to be decided by the breaking, instead of the counting, of heads. The things which Parliament cannot do well, and which should be delegated to another person or other persons, are many. Parliament is essentially unfit for elaborating the details of legislation, or for constructing any elaborate scheme of legislation, or for exercising minute control over the administration of affairs. One of the causes of Parliament's unfitness for doing the things mentioned is party squabbling. Everything must give place to party fights. A great party debate goes tearing along like a fire engine, with ministers on the box crying, "Clear out of the way," the whole crew of the people running at their heels, to the utter confusion of everybody and the utter stoppage of legislation. Some

of the results from this helter-skelter way of doing things are very pitiful. The law, for instance, is in a mess. The British statute roll bears upon every subject under the sun except, perhaps, astronomy, so that the notion of knowing law even by lawyers and judges is a pure delusion. In the present condition of Parliamentary Government to reform this statute roll is hardly possible. Every member of Parliament can strike in with a new Act on any subject whatever, at any time he likes. The thing is like a coil of tangled threads, at which our legislators are all pulling together, regardless of each other—kicking each other's shins and twisting each other's fingers. If there were systematic legislation the law would be intelligible. But there can be no systematic legislation where measures are bungled as they are in Parliament. Every Act passed deals with questions which ought to be carefully sifted. Does anyone suppose that the sifting could be done by the speeches and votes of the House of Commons? If Parliament is unsuited to deal with the details of legislation, it is equally unsuited properly to control executive affairs. For these the Cabinet is practically responsible. But the Cabinet is a body of gentlemen altogether contrary to the law. It is merely a little company of persons which is altogether unknown to the law. It is merely a little company of persons who meet privately to discuss affairs. It is in no sense a governing body. Most of its time is of necessity given to questions which are before Parliament. Some of the most important matters engaging the attention of the departments hardly come before Parliament at all. The Cabinet therefore is extremely unfitted for rigorous control over the general administration of the nation's affairs. As a matter of fact it often fails to exercise over these affairs the rigorous control needed, and as no one knows who should do so-and-so, or who is responsible for the doing of it, or the reverse, there are miscarriages of public business. Heads of departments can hardly be good heads of departments and good members of Parliament as well, but they can only reach their posts through Parliament, and they receive their appointments, not because of their fitness, but because of parliamentary considerations. Were appointments in the commercial world made on a like principle, the commercial world must soon become a chaos. Put in a sentence, administration by popular government is weak, because special authority and special knowledge are not combined. The people who have the authority have not the knowledge, and the people who have the knowledge have not the authority. This is the price we pay for parliamentary government.

LAW WRITING AND LAW PUBLISHING.

Mr. Dorman B. Eaton, in his argument in favour of an appointive judiciary, mentions, as one of the effects of our present judicial system, the deterioration of our legal literature. That there has been a falling off in the average character and ability of the law treatises during the last few years is generally conceded, but that this is due to an elective judiciary is at least doubtful. Other causes have been potent in producing this result, not the least of which has been the zeal of young men, fresh from the school or the instructor's office, to discharge that debt to the profession of which Lord Bacon spoke, and to relieve from which the said Bacon would, no doubt, have devised a general bankrupt law had he imagined the construction that would be put upon his remarks in latter days. If the published books are not enough, the letter files of every law publisher would indicate the remarkable universality of the desire on the part of legal fledglings to benefit their profession by writing books. The neophyte is, of course, impressed with the idea that great things are expected from him by the world, and that he can do great things for the world, and so falls to writing a book. Most of us can plead guilty to having entertained—and some of us to having acted upon—such ideas, and most of us have probably served a sufficient apprenticeship to Life to learn that the world never expects any thing from unknown people, whatever it may be civil enough to tell them. It probably remembers the Spanish proverb: "Blessed is he who expects nothing; he shall not be disappointed when he finds it."

But perhaps the most serious drawback to legal authorship of a high character is the lack of any adequate or approximate remuneration. Nothing is more certain than the fact that it does not pay, in dollars and cents, to write a good law book—or rather a legal treatise of the better class. In the realms of sentiment Genius is never mercenary, but in this money-getting age and nation, the *honorarium*, is seldom forgotten or ignored. We speak of the rule not unmindful of the fact that sometimes able men and lawyers, even in our day, write able books without regard to financial results.

Many of the so-called treatises of the present day are profitable, even to the author—those treatises made up of head-notes and excerpts. The time, labour and ability required for their compilation are comparatively slight, so that a comparatively slight remuneration pays. But the preparation of a thoroughly good book requires much time and labour and ability. It was only the other day that a treatise was published upon which the author had been engaged during the intervals between his other labours, for nearly nine years. It was an able work upon an important topic of the law, and has sold rapidly; but the author, unless he be more lucky than most other authors, will not receive a tithe of what would be a moderate recompense.

Lawyers, as a class, have the reputation of being book-buyers, and in view of the fact that there are between forty and fifty thousand lawyers in the United States, it may seem anomalous that good law-writers are not well rewarded. But the face is that lawyers, as a class, are not book-buyers. Perhaps ten thousands of the whole number in this country buy books, more or less, but the number of those that are really book-buyers will not exceed five thousand. There are a few books that every lawyer, who makes any pretensions, must have; outside of these the great body of the profession seldom venture. In this country a law treatise that reaches a sale of one thousand copies in three or four years is considered by the publisher a success. Some treatises, of course, go beyond this, but more fall short of it.

The alternative which usually presents itself to the author of a new legal work to get it published, is either to sell his copyright to an established law book publisher or take the risk himself. Sometimes a royalty per volume is tendered, and sometimes the publishers adopt a middle course of dividing the net balance of profits after deducting expenses.

Now, there are few law books, especially by new authors, for the copyright of which the publishers will offer a thousand dollars. Indeed that sum would probably be regarded as large for almost any new work, and would be large, unless it was clear that the work would have a sale above the average. The profits which fall to the author who accepts the terms of half the net proceeds are not so large as one might at first imagine. Suppose the work to be of moderate size, and a thousand volumes to constitute the first edition. Those volumes will cost at least 2,500 dollars. Suppose the catalogue price to be six dollars per volume, and all the volumes to be sold. We all know that the author would not get the moiety of the difference between 2,500 and 6,000. We are all aware that the prices given in our catalogues are fictions. Six dollars never means six dollars, except to the dealers in exchange. Six dollars means five dollars, more or less—generally less—and five dollars means four or four and a-half. So that at best the thousand volumes would not bring over 5,000 dollars. But by usage of the book trade the volumes sold to other dealers would be subject to a discount of from thirty to forty per cent., and in the end if the author's moiety reaches one thousand dollars he will be fortunate. There are discouragements in the way of an author's becoming his own publisher that will deter anyone who understands them. A number of years ago a special committee of the English Law Amendment Society made a report upon the subject of law publishing, in which was recommended an association of authors and law writers for the purpose of co-operative publication, but however plausible the scheme, it was never acted upon.

Our law book publishers are a very excellent class of men, but we fear their business methods are not calculated to develope and foster a high order of legal literature. They publish law books for money, and, so that they get the books cheap and turn their money speedily, it matters not to them whether the books be good or worthless. They will not venture their money in the publication of works that cost them heavily unless they can tell to a certainty—which they seldom can—that they will receive their reward. We are of course not censuring the book publishers, for their methods of business are quite as good as those of the rest of the business world. But we do say, that the present dearth of good works on the science and principles of jurisprudence

is attributable to our prevailing mode of publishing, and the lack of any pecuniary encouragement to industry and ability. —*Albany Law Journal.*

LEGAL ITEMS

Vice-Chancellor Hall took his seat for the first time on Thursday in his Court in Lincoln's-inn.

It is stated that there are only ten appeals in the Common Pleas from the decisions of the revising barristers in the late revision.

The *Globe* repeats a rumour that Martin, B., at Guildhall on Monday night intimated that that was the last occasion upon which he should respond to the toast of "Her Majesty's Judges" at a Lord Mayor's banquet.

The *Scotsman* understands that a bill will be introduced next session which will embody the views of the minority in the Select Committee on the Game Laws. One provision of the Bill will be to strike hares and rabbits out of the Game List.

Mr. John Bishop, late Registrar of the Greenwich and Woolwich County Courts, died on October 28th, aged 73. Mr. Bishop had retired through ill-health some time before his death, and on finally relinquishing office, was succeeded by Mr. C. Pitt Taylor.

The *Pall Mall Gazette* of last evening states that the warrant for the appointment of the Attorney-General (Sir J. D. Coleridge) as Chief Justice of the Court of Common Pleas, and also for making the learned gentleman a serjeant-at law before being sworn in as Chief Justice, were last (Thursday) evening forwarded by the Lord Chancellor to the Queen at Balmoral for her Majesty's approval and signature.

The London correspondent of the *Leeds Mercury* states "on the best authority," that Mr. Vernon Harcourt has been appointed Solicitor-General in succession to Mr Henry James, and the London correspondent of the *Manchester Guardian* says that news reaches him from Oxford that the hon. gentleman's election committee are anticipating that he will accept the post, and are already preparing for his re-election.

A Mr. Prosser, the defendant in a case before the Exchequer Chamber in Ireland, recently sent a pamphlet and letter to each of the judges of that court in reference to his case. A rule having issued calling upon him to show cause why he he should not be committed for contempt of court, he apologised, by affidavit, on Monday last. The Lord Chief Justice said the apology was accepted, but hoped a similar offence would not occur again.

The report of the Commissioners of Patents shows that the stamp duties in lieu of fees last year amounted to £135,769 5s. 10d., and that the fees paid last year to the Attorney-General on patents amounted to £5,538 15s. His clerk had a fee of 5s. on 1,966, on provisional and complete specifications, amounting to £491 10s. In future both Attorney-General and Solicitor-General will be paid by salary—one £7,000 and the other £6,000, with fees in certain cases.

Thursday was "grand day" of Michaelmas Term at the Middle Temple. About 200 barristers and students of the Inn were present, and the guests included Mr. Justice Denman, Baron Pollock, the Rev. Dr. Vaughan, the Master of the Temple; Dr. Deane, Q.C., the Treasurer of the Inner Temple; Mr. Glasse, Q.C., the Treasurer of Lincoln's-inn; Mr. J. L. Tatham, the Treasurer of Gray's-inn; and Mr. Charles Shaw, Under-Treasurer of the Middle Temple.

Mr. Thomas Knox Holmes, of the firm of Holmes, Anton, Greig, & White, 18, Abingdon-street, Westminster, has been appointed agent for the respondent in the Taunton election petition. The *Times* states that it is expected that the petition will be heard in the early part of next month. Mr. Serjeant Ballantine, Mr. H. Giffard, Q.C., and Mr. J. O. Griffits have been retained for the respondent. Mr. Harrison has been retained as junior counsel for the petitioners.

The Council of the Senate of the University of Cambridge have had under consideration the bequest of Edmund Yorke, M.A., of St. Catharine's College of £3,900 Consols made for the purpose of founding a prize for an essay on the Law of Primogeniture, to be competed for twice in every year. They report that the conditions of the bequest are of such a nature that, in the opinion of the trustees, the Masters of Trinity and Magdalene Colleges, they cannot be literally carried out with advantage to the University or so as to fulfil the main design of the testator. In this view the Council fully concur. They recommend that an application should be made to the Court of Chancery to obtain a proper scheme for the administration of this trust.

On Monday Blackburn, J. announced there would be no after-term banco sittings of the Court of Queen's Bench this term, in consequence of Quain, J., and Archibald, J., having to go on the winter circuit. On the following day Blackburn, J., in giving notice that the Court of Queen's Bench would not sit at *Nisi Prius* on Wednesday, took occasion to allude to the delay in announcing the appointment of the Chief Justice of the Common Pleas. "We are now so very short-handed in this Court," he said, "that we have to get judges from the others. It is extremely inconvenient that the vacancy in the Court of Common Pleas has not been filled up, for no judge can now be spared from that Court to assist us in this."

A case of long standing, says the *Morning Post*, has just been decided by the Tribunal of the Seine. In 1867, as some repairs were going on at the Lycée Henri IV., behind the Pantheon, at Paris, a workman discovered a large number of Roman coins in a sewer. The law awards in such cases one half of the value to the finder and the other half to the proprietor of the ground, in this instance the city. The contractor in whose employ the workman was stepped in, claiming his share, but he has now been nonsuited, and the municipality have paid the finder the sum of 18,292 francs for his half of the treasure, which is now deposited in the Musée Carnavalet. This establishment—founded by the city in the old hotel of Madame de Sévigné—has thus come into possession of a ready-made collection of upwards of 800 gold medals, all of the size which numismatic antiquaries call the *aureus*, answering to the 20-franc piece, but of a value one-third higher.

Up to yesterday morning the following winter circuits had been fixed—viz., Division 1.—Keating, J.: Stafford, Saturday, November 29; Worcester, Saturday, December 6; Hants (Winchester), Thursday, December 11; Somerset (Taunton), Thursday, December 18. Division 2.—Archibald, J.: Leeds, Saturday, November 29; Chester, Wednesday, December 10; Glamorgan (Cardiff), Monday, December 15; Gloucester, Friday, December 19. Division 3.—Pigott, B.: Kent (Maidstone), Monday, December 1; Sussex (Lewes), Thursday, December 4; Essex (Chelmsford), Monday, December 8; Surrey (Kingston), Thursday, December 11; Warwick, Monday, December 15. Division 5.—Quain, J., and Pollock, B.: Manchester, Saturday, November 29; Liverpool, Wednesday, December 10. The only Division now remaining to be fixed is the fourth, (Honyman, J.) for Newcastle, Durham, and Bucks.

In a case recently decided in the City of London Court, the *City Press* says that the plaintiffs, who are debt collectors, &c., sued defendant for £1 3s. 2d., subscription for their "Circular." The defendant admitted that he had given only a week's notice, whereas he had agreed to give a month's, of his intention to discontinue the subscription. He said that he had never received information which he supposed that he was to receive for his subscription. Mr. Commissioner Kerr asked him, why then, did he subscribe to what he knew nothing about? The plaintiff's agent here interposed to say that he believed an impression prevailed that his house did no service for the subscription received in such cases, and was going to make some explanations, when the defendant said, "You had a list of debts last April, and up to the receipt of this summons we have heard nothing of them." His Honour: "You must pay this subscription, and the sooner you learn not to pay money for nothing the better."

Before the Court of Divorce rose on Wednesday, an application was made by the Rev. James Kelly, of Liverpool, to bring on before the full Court a motion which had been already heard and dismissed by Sir James Hannen. The motion was one to commit for contempt of court the attorneys engaged on the side of the petitioner in Mr. Kelly's divorce suit, on the charge of having fraudulently altered an order of the Court. One after another of the learned judges informed the rev. gentleman that they had no jurisdiction to review the finding of the Judge Ordinary

upon a question of fact, and that if he considered himself aggrieved his remedy lay, not with that Court, but with the Legislature. At length, finding he made no progress with his application, Mr. Kelly asked to have his appeal re-heard by the full Court, under the presidency of the Lord Chancellor or one of the chiefs of the Common Law Courts. He was about to read to their Lordships a copy of his petition to the late Lord Chancellor Hatherley, when he was interrupted by Pollock, B., who inquired if his motion was that the Court should invite the attendance of Lord Selborne or some common law chief. The rev. gentleman said that substantially it was, upon which he was at once told that such an application could not be entertained for a moment. He then asked the Court to be so good as to direct him what steps to take in order to have his appeal re-heard, but the patience of the judges came to an end, and the rev. gentleman was suddenly "left speaking."

COURT PAPERS.

COURT OF CHANCERY.

FURTHER CONSIDERATIONS AND SUMMONSES TO VARY.

The Master of the Rolls will hear further considerations, and also further considerations with summonses to vary, every Monday, but not on any other day except by order.

EXCHEQUER CHAMBER.

Wednesday, November 26, and following days, have been appointed for taking errors and appeals till all the lists are disposed of.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Nov. 14, 1873.

3 per Cent. Consols, 92¼	Annuities, April, '85 9⅞
Ditto for Account, 92⅞	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 90⅝	Ex Bills, £1000, 2½ per Ct. 10 dis
New 3 per Cent., 90⅜	Ditto, £500, ¡Do 10 dis
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 10 dis
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 248
Do. 5 per Cent., Jan. '72	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 905	Ind. Enf. Pr., 5 p C., Jan. '72
Ditto for Account. —	Ditto, 5½ per Cent., May, '79 101
Ditto 5 per Cent., July, '80 109	Ditto Debentures, per Cent., April, '64 —
Ditto for Account. —	Do. Do., 5 per Cent., Aug. '73 100½
Ditto 4 per Cent., Oct. '88 101¾	Do. Bonds, 4 per Ct., £1000
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000
Ditto Enfaced Ppr., 4 per Cent. 94¼	

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices
Stock	Bristol and Exeter	100	120
Stock	Caledonian	100	95⅜
Stock	Glasgow and South-Western	100	120
Stock	Great Eastern Ordinary Stock	100	42½
Stock	Great Northern	100	134½
Stock	Do., A Stock*	100	157½
Stock	Great Southern and Western of Ireland	100	114
Stock	Great Western—Original	100	120⅜
Stock	Lancashire and Yorkshire	100	143
Stock	London, Brighton, and South Coast	100	83
Stock	London, Chatham, and Dover	100	20⅜
Stock	London and North-Western	100	149
Stock	London and South Western	100	106
Stock	Manchester, Sheffield, and Lincoln	100	75⅜
Stock	Metropolitan	100	66
Stock	Do., District	100	25
Stock	Midland	100	134
Stock	North British	100	63
Stock	North Eastern	100	165
Stock	North London	100	117
Stock	North Staffordshire	100	67
Stock	South Devon	100	69
Stock	South-Eastern	100	105

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

No change has been made in the Bank rate of discount. The proportion of reserve to liabilities, which last week was 35:34, has fallen to 34:28. It is stated that there is scarcely any discount demand at the Bank, and no applications for exceptional advances. In the railway market there was a recovery on Saturday from the recent depression, and on Monday a further advance in prices occurred. On Thursday the market was reported to be brisk, although there was some relapse at the close of the day. The was a panic in the foreign market on Friday last, causing a fall of at least from 1 to 2 per cent. in most kinds of securities; but on Monday a rebound occurred, and prices returned nearly to the point at which they stood before the depression. The market continued tolerably firm up to Thursday afternoon.

THE TEMPLE CLUB.—We are glad to perceive from a prospectus now before us that all the best features of the club system are about to be brought down to the very heart of Western London. Those splendid premises, situated at the Strand end of Arundel-street, and once known as the historic "Crown and Anchor," are about to be fitted up and furnished as a club, replete with all the most modern appliances for elegance and comfort. It would be impossible to find a more suitable building, or one standing in a more central situation. The subscription, five guineas entrance and four guineas annual, with half-terms for country subscribers, can hardly be looked upon as more than nominal, when we recollect that the club will offer splendid and spacious apartments, including reading, writing, smoking, and chess rooms, first-rate billiard-tables, and a smoking-room furnished in the most luxurious style. The names of the committee form a guarantee for the high and select character of the club, which, we understand, will be ready for opening on December 1 next. We must not forget to mention that a limited number of the earliest members will avoid the payment of the entrance fee.—*United Service Gazette.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

BLOFELD—On Nov. 10, at Hoveton House, Norfolk, the wife of T. C. Blofeld, Esq., of a daughter.

MARRIAGE.

CROSBY—GOLDRING—On Oct. 21, at St. Andrew's, Enfield, George Crosby, solicitor, Banbury, to Kate, second daughter of the late T. Z. Goldring, of 59, Lincoln's-inn-fields, and of Clapham.

DEATH.

DALSTON—On Nov. 11, at 161, Picadilly, Jonathan Norman Dalston, Esq., Solicitor, in his 71st year.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Nov. 7, 1873.

Howard, Alfred, and Alexander Gillespie, attorneys and solicitors, 40, Old Broad st., London. Oct 18.

Winding up of Joint Stock Companies.

FRIDAY, Nov. 7, 1873.

LIMITED IN CHANCERY.

Co-operative Omnibus Association, Limited.—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts and claims, to Mr. James Cooper, 3, Coleman st buildings. Monday, Dec 15 at 11, is appointed for hearing and adjudicating upon the debts and claims.

Madrid Street Tramways Company, Limited.—Petition presented to the M.R., on Nov 4, for authorizing a special resolution for staying the voluntary winding up of the above company, directed to be heard before the M.R., on Nov 15. Baxter and Co., Victoria st, Westminster Abbey, solicitors for the petitioners.

Stranton Iron and Steel Company, Limited.—Creditors are required, on or before Dec 23, to send their names and addresses, and the particulars of their debts or claims, to Francis Douglas Grey, Augustus Frederick Wiener, and George Augustus Cape, 110, Cannon st. Monday, Jan 12 at 11.30, is appointed for hearing and adjudicating upon the debts and claims.

Owen's Patent Wheel, Tire and Axle Company, Limited.—Petition for winding up, presented Nov 6, directed to be heard before the M.R. on Nov 15. Redhead, Southampton st, Bloomsbury, agent for Potter and Brown, Rotherham, solicitors for the petitioner.

COUNTY PALATINE OF LANCASTER.

Bold Street Household Stores, Limited.—Petition for winding up, presented Nov 3, directed to be heard before the Vice-Chancellor, at Stone buildings, Lincoln's inn, on Tuesday, Nov 18. Harris, Liverpool, solicitor for the petitioners.

Friendly Societies Dissolved.

TUESDAY, Nov. 4, 1873.

Denbigh Female Union Society, Denbigh. Nov 1

L'Alliance Fraternelle, Nelson Inn, Vale Parish, Guernsey. Oct 29

New Benevolent Sick and Burial Society, Old Windmill Inn, Spon st, Coventry, Warwick. Oct 29
Pembroke Friendly Benefit Society, Liverpool. Oct 29

FRIDAY, Nov. 7, 1873.

Goytrey Friendly Society, Bailey Glass Inn, Mamhilad, Monmouth. Nov 3

TUESDAY, Nov. 11, 1873.

Helston Amicable Friendly Society, Bell Inn, Helston, Cornwall. Nov 4

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Nov. 7, 1873.

Bull, Henry William, James st, Buckingham gate, Gent. Dec 6. Mathews v Bull, M.R. Deverell, New square, Lincoln's inn
Carr, Ralph, Savage gardens, Cark Merchant. Dec 6. Lockington v Cousens, V.C. Malins. French, Crutched friars
Pannell, Joseph, Liverpool, Bookseller. Dec 3. Pannell v Cook, M.R. Pemberton and Sampson, Liverpool

TUESDAY, Nov. 11, 1873.

Deacon, Grosvenor, Stanhope st, Mornington crescent, Gent. Dec 1. Cater v Deacon, V.C. Bacon. Pope, Gray's inn square
Gomm, Mary, Ryde, Isle of Wight. Dec 8. Lomas v Lomas, V.C. Malins. Jackson, Chancery lane
Graham, Charles John, Brighton. Dec 1. Smith v Graham, V.C. Bacon. Crawley and Arnold, Whitehall place
Hawthornthwaite, Miles, Moss Bank, Manchester, Gent. Jan 10. Hutton v Hawthornthwaite, District Registrar, Manchester
Holborow, Ethelbert, Ledbury st, Peckham, Elastic Gusset Manufacturer. Dec 8. Holborow v Holborow, M.R. Prior and Co, Lincoln's inn fields
Horn, John, Middleton-in-Teesdale, Durham, Tailor. Dec 5. Dodshon v Horn, M.R. Robinson, Darlington
Hughes, Jenny, Netley cottage, Fawley, Southampton. Dec 4. Hunt v Ingledew, M.R. Thomson, Great Winchester st
Russell, John, heltenham, Gloucester, Esq. Dec 8. Gilbert v Russell, M.R. Prichard, Bristol
Stackhouse, Thomas, Taitlands, Stainforth, York, Gent. Dec 20. Stackhouse v Stackhouse, V.C. Malins. Hartley, Settle
Westbury, Right Hon Richard Baron, Westbury, Wilts. Jan 7. Bethell v Abrahams, M.R. Harrison, Bedford row, Holborn

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Nov. 7, 1873.

Andrew, George, Ludworth, Derby, Cotton Manufacturer. Jan 6. Stevenson and Co, Manchester
Askew, Sarah, Harrington, Cumberland. Jan 1. Thompson, Workington
Bailey, John, Shooters Hill, Stone, Stafford, Colour Maker. Dec 1. Clarke and Hawley, Longton
Barber, John, Chalk Farm, Norwich, Gent. Feb 2. Fox, Norwich
Benwell, Alfred, East Ilsley, Berks, Carpenter. Dec 4. Tanner, Speenhamland
Bolton, Thomas, Bennett st, Blackfriars rd, Poulterer. Dec 1. Pearce, Abchurch chambers, Abchurch yard
Cawdren, William, Martin, Lincoln, Farmer. Feb 13. Peake and England, Sleaford
Cheil, Mary, Leek, Stafford. Jan 1. Hacker and Allen, Leek
Ditchfield, William, Swinton, near Manchester, Gent. Dec 25. Hewitt, Manchester
Doyle, Patrick Joseph, Maranham, Brazil, Engineer. Feb 1. Deane and Bankes, Liverpool
Ellerton, Richard, Downholme, York, Gent. Jan 1. Teale, Leyburn
Elsmere, Peter, Birmingham, Secretary. Dec 15. Webb and Spencer, Birmingham
Finch, Sarah, Vauxhall Bridge rd, Dec 8. Nicholson and Nicholson, Lime st
Flint, Jacob, Isleworth, Middlesex, Brush Manufacturer. Jan 1. Williams, Lincoln
Freer, John Branston, Stratford-upon-Avon, Warwick, Esq. Dec 13. Hunt, Stratford-upon-Avon
Gardner, John Postlethwaite, Kendal, Westmorsland, Brazier. Dec 15. Thomson, Kendal
Holt, James, Manchester, Sewing Machine Maker. Jan 1. Chew and Sons, Manchester
Horne, Margaret, Kendal, Westmorsland. Dec 15. Thomson, Kendal
Izard, William, Brighton, Sussex, Gent. Dec 31. Stuckey, Brighton
Johnson, Alexander John, Shanghai, China, Esq. Dec 20. Nelson and Son, Godliman st, Doctor's commons
Jones, Richard Bevan, Llanelly, Carmarthen, Solicitor. Dec 19. Jones, Llanelly
Lesson, Henry, High st, Shadwell, Licensed Victualler. Dec 10. Young and Co, St. Mildred's court, Poultry
Love, Elizabeth, Kent, Sevenoaks. Dec 31. Holcroft and Co, Sevenoaks
Maund, George, Eggleton, Hereford, Farmer. Dec 22. Corner, Hereford
Mewes, Jane, Acton, Middlesex. Dec 31. Haycock, College hill
Mitchell, Edward, Barnoldswick, York, Yeoman. Jan 27. Hartley and Carr, Colne
Moore, Mary, Lincoln. Jan 1. Williams, Lincoln
Newberry, Elizabeth, Randwick, Gloucester. Jan 1. Fraser, Dean st, Soho
Roper, Francis, Bilston, Stafford, Miner. Dec 24. Mason, Bilston
Taylor, Mary Ann, North Cockerington, Lincoln. Dec 1. Allison, Louth
Tweand, Francis, Marylebone rd, Esq. Dec 9. Crump, Philpot lane
Wilson, Rev John, Woodperry, near Oxford. Jan 1. Byrne, Whitehall place

TUESDAY, Nov. 11, 1873.

Armes, William, King's Lynn, Norfolk, Manufacturer. Dec 6. Jarvis, King's Lynn
Baker, Caroline, Aston, Warwick. Dec 30. Canning, Birmingham
Bettinson, Joseph, Stow Bardolph, Norfolk, Farmer. Dec 13. Wiscalfe, Wisbech St Peter's
Clemow, William Robert, Fleet st, Hotel Keeper. Jan 1. Prior, Serjeant's inn, Fleet st
Day, Sarah Eliza, Liverpool. Dec 20. Janson and Co, Wakefield
Elin, John Bloxam, Gt Winchester st bldgs, Merchant. Jan 1. Bischoff and Co, Gt Winchester st bldgs
Felton, Sarah, Aston, Birmingham. Dec 30. Canning, Birmingham
Ffinch, Rev. Benjamin Sanderson, Deptford, Rector. Dec 7. Nelson, Essex st, Strand
Field, Jane, Marlowes, Hertford. Jan 1. Clarke, High Wycombe
Fox, Thomas, sen, Thurlton, Norfolk, Shopkeeper. Dec 6. Copeman and Son, Loddon
Gibbs, Joseph, Leys Farm, Derby, Farmer. Jan 10. Bamford, Ashborne
Hale, William, Ropley, Hants, Yeoman. Dec 24. Blackmore and Son, Alresford
Harington, Martha, Surbiton, Surrey. Feb 2. Loughborough, Austin Friars
Haslam, Robert, Bolton, Lancashire, Builder. Dec 15. Gerrard, Bolton
Hoker, Samuel, Waterhouses, near Ashton-under-Lyne, Lancashire, Yeoman. Dec 18. Rushton and Co, Bolton-le-Moors
Holt, James, Upper Tooting, Surrey, Esq. Dec 8. Denby, Frederick's place, Old Jewry
Horn, John, Cadwell, Lincoln, Farmer. Jan 1. Allison, Louth
Howe, James, Swindon, Wilts, Builder. Jan 1. Kinneir and Tombs Swindon
Hull, Samuel, Christian Malford, Wilts, Yeoman. Dec 31. Pinniger and Wood, Chippenham
Hutchinson, James, Bishop Auckland, Durham, Grocer. Jan 10. Bowser and Ward. Bishop Auckland
Jackson, William Henry, Saltburn-by-the-Sea, York, Gent. Jan 5. Parr and Anderson, York
Jones, Hugh, Runworth, Lancashire, Brickmaker. Dec 18. Rushton and Co, Bolton-le-Moors
Kerry, George, Allestree, Derby, Yeoman. Dec 22. Sale, Derby
Leatherland, Elizabeth, Nottingham. Dec 1. Acton, Nottingham
Lewis, John, Dorchester place, Marylebone, Lieut-Col. Dec 12. Law and Co, New sq, Lincoln's inn
Mason, John Rywell, Summerville, Northumberland, Gent. Jan 1. Mather and Co, Newcastle-upon-Tyne
Minton, Charles Lee, Newstead, Stafford, Esq. Dec 18. Ward and Coopers, Newcastle-under-Lyme
Neilson, Barbara, Haggeston rd. Dec 1. Pearce, Abchurch chambers, Abchurch yard
Parker, Robert Deane, Barham, near Canterbury, Kent, Esq. Dec 31. Lakes and Co, New sq, Lincoln's inn
Pennell, Richard Lewin, Venbridge, Devon, M.D. Dec 30. Geare and Co, Exeter
Rushworth, Maria, Kingston-upon-Hull. Dec 22. Colbeck and Thompson, Hull
Sale, Rev. Thomas, Sheffield. Dec 13. Rodgers and Thomas, Sheffield
Shields, James, Newcastle-upon-Tyne, Pianoforte Manufacturer. Jan 1. Mather and Co, Newcastle-upon-Tyne
Summers, Thirza, Nottingham. Dec 8. Acton, Nottingham
Swyer, John, Lytchett Minster, Dorset, Farmer. Dec 31. Dickinson, Poole
Thompson, John, Nottingham, Gent. Jan 6. Burton and Co, Nottingham
Tootal, Edward, Pendleton, Lancashire, Esq. Dec 31. Slater and Co, Manchester
Wallis, Frances, Hill Villa, Melton rd, Woodbridge, Suffolk. Dec 13. Richards, Warwick st, Regent st

Bankrupts.

FRIDAY, Nov. 7, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bowers, James, Windermere rd, Upper Holloway, out of business. Pet Nov 4. Hazlitt. Nov 19 at 12
Conington, H F , Regent st, Gent. Pet Aug 20. Spring-Rice. Nov 21 at 11
Freystadt, Herrmann, Adolph Freystadt, and George Peiser, Jewin st, General Warehousemen. Pet Nov 3. Brougham. Nov 25 at 11
Piesse, George Augustus, Dealer in Jewellery. Pet Nov 5. Spring-Rice. Nov 18 at 11

To Surrender in the Country.

Banks, James, Everton, near Liverpool, Mercantile Clerk. Pet Nov 3. Hime. Liverpool, Nov 19 at 2
Dunn, George, Windsor, Berks, Dealer in Pictures. Pet Nov 1. Darvill. Windsor, Nov 22 at 12
Husband, Samuel, jun, West Looe, Cornwall, Carpenter. Pet Nov 5. Pearce. East Stonehouse, Nov 20 at 11
Lent, Frederick, Halifax, Yorkshire, Licensed Victualler. Pet Nov 5 Rankin. Halifax, Nov 20 at 11
Murdock, John, Bristol, Travelling Draper. Pet Nov 1. Harley. Bristol, Nov 19 at 12
Tomlinson, John Thomas, Rugby, Warwick, Grocer. Pet Nov 5 Kirby. Coventry, Nov 24 at 12

TUESDAY, Nov. 11, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Elmore, Frank, Colville square, Notting Hill, Professional Singer. Pet Nov 7. Murray. Nov 25 at 12
Filipowski, Denizon, Upper Thames st, Merchant. Pet Nov 7. Murray. Nov 26 at 12
Harrison, Richard Wakefield, Askew rd, Shepherd's Bush, Auctioneer. Pet Nov 7. Murray. Nov 25 at 12.30
Hodges, James Clifford, Marlborough rd, St John's Wood, no occupation. Pet July 23. Spring-Rice. Nov 27 at 11
Wood, Arthur, Addlestone, Chertsey, Stock Jobber. Pet Nov 6. Pepys. Nov 25 at 12

To Surrender in the Country.

Bleschley, James, Manchester, Cloth Agent. Pet Nov 6. Kay. Manchester, Nov 27 at 9.30

Taylor, Edwin, Higginshaw, near Oldham, Lancashire, Cotton Spinner. Pet Nov 4. Tweedale. Oldham, Nov 24 at 12

Willecocks, Sampson, Chichester, Sussex, Licensed Victualler. Pet Nov 7. Eversbed. Brighton, Nov 26 at 11

Williams, Henry, Llanelly, Brecon, Quarryman. Pet Nov 8. Shepard. Tredegar, Nov 22 at 12

Wright, William Horace, Wotton-under-Edge, Gloucester, Attorney. Pet Nov 8. Wilton. Gloucester, Nov 22 at 1

BANKRUPTCIES ANNULLED.

TUESDAY, Nov. 11, 1873.

Lewer, Charles, Winchester, Brewer. Nov 7

Parratt, John, jun, Liverpool, Commission Merchant. Nov 7

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Nov 7, 1873.

Alexander, Frederick, Portsea, Hants, Vinegar Merchant. Nov 21 at 2 at the Commercial Hotel, St George's square, Portsea. Reed, Portsea

Baxter, John, Liverpool, Warehouse keeper. Nov 20 at 2 at offices of Blease, Lord st, Liverpool. Whitley and Maddock, Liverpool

Berry, Newton, Metheringham, Lincoln, Druggist. Nov 24 at 12 at office of Williams, Silver st, Lincoln

Chase, Sophia Ann, Gosport, Hants, out of business. Nov 19 at 4 at offices of King, Union st, Portsea

Clark, Hector Benjamin, Leadenhall market, Tallow Melter. Nov 22 at 3 at 145, Cheapside. Keighley

Clements, Henry, Exeter, Hairdresser. Nov 19 at 11 at offices of Daw, City chambers, Gandy st, Exeter

Cohen, Simeon, Glossop, Derby, Jeweller. Nov 21 at 3 at offices of Sampson, South King st Manchester

Collier, William, Bolton, Lancashire, Provision Dealer. Nov 21 at 2 at offices of Ryley, Mawdsley st, Bolton

Cories, Lavinia Helen, Portsdown rd, Maida Hill, Widow. Nov 27 at 11 at the Wheatsheaf Hotel, Hand court, Holborn, Roberson, Bedford row

Dael, William, jun, Westbury, Wilts, Labourer. Nov 21 at 11 at office of Shrapnell, Bridge st, Bradford-on-Avon

Edwards, Benjamin James, Bishopsgate st Within, Seedsman. Nov 17 at 2 at offices of Bohm, New Inn, Strand

Field, John, William Shelleys Wood, William Wood, and John George Haynes, Warnford court, Throgmorton st, Stock Brokers. Nov 26 at 12 at offices of Lawrance and Co, Old Jewry chambers

Harrow, John Wesley, Bulwell, Notts, no occupation. Nov 21 at 3 at offices of Cranch and Co, Low pavement, Nottingham

Freeman, Edward Michael, Manchester Wine Merchant. Nov 26 at 3 at offices of Higson and Son, Brown st

Game, Thomas, Tooley st, Southwark, Harness Maker. Nov 12 at 12 at offices of Nind, St Benet place, Gracechurch st

Gimnett, William, Hopwood, Lancashire, Travelling Circus Proprietor. Nov 26 at 3 at offices of Orton, Taylor st, Heywood

Girvan, Hugh, Liverpool, out of business. Dec 1 at 3 at office of Ritson, Cable st, Liverpool

Glover, William Henry, Birkenhead, Cheshire, Commercial Traveller. Nov 19 at 11 at offices of Downham, Market st, Birkenhead

Gore, Mary, Liverpool, Poulterer. Nov 20 at 3 at office of Vine, Cable st, Liverpool. Grocott, Liverpool

Gotto, John, St Neots, Huntingdon, Linen Draper. Nov 25 at 12 at 143, Cheapside. Davidsons, Basinghall st

Greenhalgh, Samuel, Bury, Lancashire, Confectioner. Nov 19 at 3 at office of Grundy and Co, Union st, Bury

Guest, William, Liverpool, Hosier. Nov 21 at 3 at office of Lawrence and Dixon, Harrington st, Liverpool

Hardwick, John, jun, Leicester, Goldsmith. Nov 20 at 2 at offices of Hunter, Halford st, Leicester

Harris, William, jun, Bartlett's buildings, Holborn, Commission Agent. Nov 24 at 1 at offices of Dolman and Colegrave, Jermyn st

Hatch, George, Great Yarmouth, Norfolk, Plumber. Nov 18 at 12 at offices of Blake, Hall Quay chambers, Great Yarmouth. Palmer, Great Yarmouth

Heppell, Jane, Durham, Dealer in Shoes. Nov 19 at 3 at offices of Marshall, Market place, Durham

Howes, Stephen Candler, Ware, Hertfordshire, Watchmaker. Nov 20 at 11 at the Saracen's Head Hotel, Ware. Jones, Colchester

Higginson, George, Southport, Lancashire, Photographic Artist. Nov 21 at 2 at the Railway Hotel, Chapel st, Southport. Lupton, Liverpool

Hill, Henry, Manchester, Provision Dealer. Nov 24 at 3 at offices of Heath and Sons, Swan st, Manchester

Hopkins, Henry, Britannia terrace, King's rd, Chelsea, Corn Merchant. Nov 27 at 3 at offices of Wood and Hare, Basinghall st

Howes, John, Hertford rd, Lower Edmonton, Butcher. Nov 25 at 11 at the Four Swans Hotel, Waltham cross. Duffield and Bruty, Tokenhouse yard

Irving, Robert, Carlisle, Clog Manufacturer. Nov 18 at 11 at offices of Wannop, Carruthers court, Scotch st, Carlisle

Jones, Hugh, Penisarwaun, Carnarvon, Boot Dealer. Nov 17 at 3 at offices of Jones, High st, Carnarvon

Jowett, Eli, Bradford, York, Watchmaker. Nov 15 at 11 at offices of Dawson and Greaves, Kirkgate, Bradford

Leach, Charles Thomas, Samuel Leach, and Frederick Harding, Hants, Tea Merchants. Nov 17 at 12 at offices of Edmonds and Co, Poultry, Bickmore

Lee, William, Crewe, Cheshire, Shoe Maker. Nov 25 at 2 at offices of Warburton, Mill st, Crewe

Lloyd, Thomas, Norton Bridge, Stafford, Grocer. Nov 14 at 11 at office of Brough, St Mary's Churchyard, Stafford

Milner, Daniel, jun, Honley, near Huddersfield, Publican. Nov 20 at 11 at 1, Market walk, Huddersfield. Sykes and Son

Morgan, Thomas, Aberystwyth, Cardigan, Boot Maker. Nov 18 at 11 at 1, Baker st, Aberystwyth. Atwood

Morris, Robert John, Coxhoe, Durham, Grocer. Nov 26 at 11 at Dawson's Station Hotel, Durham. Brignall, jun, Durham

Munt, John William, jun, Freemantle, Hants, Provision Merchant. Nov 24 at 12 at offices of Coxwell and Co, Gloucester square, Southampton

Owen, Richard, Beddgelert, Carnarvon, Keeper of Hotel. Nov 21 at 11 at the Sportsman Hotel, Carnarvon. Williams, Porth-yr-Aur, Carnarvon

Preston, John, Stretford, Lancashire, Plumber. Nov 21 at 11 at offices of Addleshaw and Warburton, King st, Manchester

Prince, James, Patcham, Sussex, Trainer of Horses. Nov 19 at 3 at offices of Goodman, Prince Albert st, Brighton

Prout, Thomas John, Plymouth, Devon, Pianoforte Tuner. Nov 25 at 11 at offices of Vaughan, St Aubyn st, Devonport

Purchase, Isaac Bentley, Lymington, Hants, Grocer. Nov 18 at 3 at 145, Cheapside. Moore and Jackman

Pyne, William, Taunton, Somerset, Innkeeper. Nov 19 at 10 at offices of Reeves, Mary st, Taunton

Richardson, George, Leicester, Leather Factor. Nov 21 at 11.30 at offices of Harvey, Pocklington's walk, Leicester

Rickwood, Charles, Purleigh, Essex, Farmer. Nov 26 at 3 at the Golden Fleece Tavern, Chelmsford. Gowing, Basinghall st

Roberts, William Henry, Coleman st, Attorney. Nov 18 at 10.30 at offices of Bishop, Queen st place, Nethersole, New inn, Strand

Sambrook, John and Samuel Sambrook, Stoke-upon-Trent, Stafford, Builders. Nov 19 at 11 at offices of Stevenson, Brook st, Stoke-upon-Trent

Saunders, George Sharp, Cornhill, Underwriter. Nov 21 at 3 at the City Terminus Hotel, Cannon st. Wilson and Co, Copthall buildings

Saunders, William Wilson, Cornhill, Underwriter. Nov 21 at 1 at the City Terminus Hotel, Cannon st. Wilson and Co, Copthall buildings

Schoedt, August, Regent st, Artist. Nov 23 at 2 at offices of Linklater and Co, Walbrook

Schofield, Abraham, sen, Abraham Schofield, jun, and Joseph Schofield, Milnrow, near Rochdale, Lancashire, Flannel Manufacturers. Nov 18 at 3 at the Albion Hotel, Piccadilly, Manchester. Sale and Co, Manchester

Sedgwick, Thomas William, Commercial rd, Peckham, out of business. Nov 18 at 2 at offices of Raven and Curtis, Queen Victoria st

Seymour, John, Shaftesbury rd, Hammersmith Gent. Nov 19 at 2 at offices of Bradford, Fenchurch st

Smith, Joseph William, Batley Carr, York, Greengrocer. Nov 19 at 2 at offices of Fryer, Church st, Dewsbury

Spencer, John Francis, and Richard Spencer, Birmingham, Grocers, Nov 17 at 3 at offices of Fitter, Bennett's hill, Birmingham

Stanley, John, Leicester, Boot Manufacturer. Nov 20 at 12 at offices of Fowler and Co, Hotel st, Leicester

Stanton, James, and James Longmore, Westbromwich, Stafford, Iron-Masters. Nov 21 at 11 at the Talbot Hotel, Oldbury. Shakespeare, Oldbury

Sterratt, Israel, Manchester, Woven Turner. Nov 19 at 3 at offices of Hinde and Co, Mount st, Albert square, Manchester

Stevenson, John, Stoke-upon-Trent, Stafford, Commercial Traveller. Nov 24 at 11 at offices of Tomkinson, Hanover st, Burslem

Tatley, Philip, Bolton, Lancashire, out of business. Nov 18 at 2 at offices of Hall and Rutter, Acresfield, Bolton

Vickers, Edward, Bedford, Builder. Nov 29 at 11 at offices of Conquest, Duke st, Bedford

Walters, Frank, Museum st, Oxford st, Lithographer. Nov 25 at 2 at offices of Walls, Walbrook

Watson, William James, Manchester, Commission Merchant. Nov 26 at 10 at offices of Scotts and Edgar, George st, Manchester

Westbrook, John Edwin, Church st, Deptford, Baker. Nov 27 at 2 at offices of Heathfield, Lincoln's inn fields

Whitehead, John, Vauxhall bridge rd, Stonemason. Nov 19 at 10.30 at the East Arms, Kempsford rd, Lower Kennington lane, Lambeth. Bilton, Renfrew rd, Kennington lane

Windebank, William, Isle of Wight, Grocer. Nov 24 at 1 at 40, Lincoln's inn fields. Hooper

Woolford, Charlotte, Cleveland st, Fitzroy square, Greengrocer. Nov 14 at 10 at 6, Beaufort buildings, Strand. Lind

Wyeberley, Thomas, Middlesborough, York, Hosier. Nov 21 at 11 at offices of Beeston and Co, Station st, Middlesborough. Dobson, Middlesborough

TUESDAY, Nov. 11, 1873.

Ainsley, Thomas, Sunderland, Grocer. Nov 24 at 11 at offices of Fairclough, West Sunniside, Sunderland

Ball, Charles Thomas, Northampton, Leather Seller. Nov 21 at 3 at office of Becks, Market square, Northampton

Baptist, James, Goldsmith's row, Hackney rd, Leather Seller. Nov 24 at 12 at offices of Lovering and Co, Gresham st. Montagu, Bucklersbury

Bartlett, Charles, Charles st, Hatton garden, Birmingham, Agent. Nov 22 at 11 at offices of Aird, Eastcheap

Beard, William Henry, Middlesborough, York, Metal Broker. Nov 21 at 11 at offices of Fawcett and Co, Finkin st, Stockton-on-Tees

Campbell, Alexander Wise, Belminster, Somerset, Travelling Draper. Nov 24 at 2 at offices of Ray, Small st, Bristol

Chapman, John, Alconbury Weston, Huntingdon, Farmer. Nov 25 at 11 at the George Hotel, Huntingdon. Hannyhon, Huntingdon

Chatterley, John, Birmingham, Grocer. Nov 21 at 12 at office of Free, Temple row, Birmingham

Chaston, John, Worcester, out of business. Nov 26 at 3 at office of Pitt, High st, Worcester

Dobbs, George, Albion rd, Hammersmith, Carriage Builder. Nov 19 at 11 at office of Marshal, King st West, Hammersmith

Dorrington, William Howitt, St Alban's, Hertford, Dealer in Agricultural Implements. Nov 20 at 3 at the George Hotel, St Alban's. Annesley, St Alban's

Dunn, John, Kingston-upon-Hull, Grocer. Nov 21 at 12 at offices of Jacobs, County buildings, Kingston-upon-Hull

Ellis, John, Liverpool, Bootmaker. Nov 26 at 3 at office of Gibson and Holland, South John st, Liverpool. Harvey and Alsop, Liverpool

Essex, Jonathan Gilead, Mile End rd, Baker. Nov 20 at 2 at offices of Agar, Bernard's inn, Holborn. Roberts, Thanet place, Temple bar, Strand

Fanstone, William, Romsey, Hants, Butcher. Nov 25 at 4 at offices of Kilby, Portland st, Southampton

France, William, Bedford Leigh, Lancashire, Beerseller. Nov 24 at 11 at offices of Richardson and Dowling, Wood st, Bolton
Goodall, George, King's rd, Chelsea, Baker. Nov 21 at 4 at the New Corn Exchange Tavern, Mark lane. Cutler, Bell yard, Doctor's commons
Hannell, Abraham, Kislingbury, Northampton, Baker. Nov 19 at 3 at offices of Jeffery, Market square, Northampton
Henry, Michael Leon, Canonbury terrace, Islington, no occupation. Nov 24 at 3 at offices of Coburn, Leadenhall st
Hodgkinson, William, Chorlton-upon-Medlock, Manchester, Shoe Manufacturer. Nov 24 at 3 at offices of Addleshaw and Warburton, King st, Manchester
Hopkins, William, Handsworth, Stafford, Surgeon. Nov 24 at 3 at offices of Wright and Marshall, New st, Birmingham
Horn, Samuel, and William Robert Burrell, Kettering, Northampton, Shoe Manufacturers. Nov 24 at 12 at office of Shoosmith, Newland, Northampton
Isaacs, Henry, Leman st, Goodman's fields, Carver. Nov 24 at 3 at offices of Brighten, Bishopsgate st Without
Johnson, Thomas Coates, Dunstable, Bedford, Hotel Keeper. Nov 28 at 11 at the Guildhall Coffee house, Gresham st. Cann, Fenchurch st
Kane, Cornelius, Liverpool, Boot Dealer. Nov 29 at 1 at office of Vine, Cable st, Liverpool. Drewe, Liverpool
Kelly, Joseph, Pendleton, Lancashire, Builder. Nov 24 at 3 at office of Sutton and Elliott, Brown st, Manchester
Liversedge, Dan, Almondbury, York, Yarn Spinner. Nov 24 at 3 at offices of Ramsden, John William st, Huddersfield
Lugar, Francis Albert, Derby, Chemist. Dec 3 at 2 at office of Hextall, Albert st, Derby
Mallinson, Stephen, Bread st, Commission Merchant. Nov 20 at 2 at the Guildhall Coffee House, Gresham st. Phelps and Sidgwick, Gresham st
Mann, Robert, jun, St Alban's, Hertfordshire, Builder. Nov 21 at 3 at offices of Mills and Lockyer, Brunswick place, City rd
Matanle, William George, Twister's alley, Bunhill row, Box Manufacturer. Nov 25 at 11 at office of Anderson and Sons, Ironmonger lane
Matthews, Samuel, Newton Abbott, Devon, Butcher. Nov 27 at 12 at Magor's Commercial Hotel, Newton Abbott. Watts, Newton Abbott
Miller, John Graham, Congleton, Cheshire, Drapers. Nov 22 at 11 at offices of Cooper, Kinsey st, Congleton
Mitchell, Henry, Edward Joseph Day, and Joseph Butterworth, Dewsbury, Yorks, Woollen Manufacturers. Nov 24 at 3 at the Royal Hotel, Dewsbury. Ibberson, Dewsbury
Mitcheson, John, South Shields, Durham, Grocer. Nov 26 at 3 at office of Mabane, Barrington st, South Shields
Myers, Frederick, Nottingham, Professor of Music. Nov 26 at 12 at offices of Wells and Hind, Fletcher gate, Nottingham
Oliver, Joseph, Metheringham, Lincoln, Plumber. Nov 25 at 11 at offices of Jay, Bank st, Lincoln. Page, jun, Lincoln
Osmond, Joseph, Swindon, Wilts, Soda Water Manufacturer. Nov 25 at 2 at the Railway Hotel, New Swindon
Palmer, Richard, Bloom grove, Lower Norwood, Builder. Nov 26 at 2 at offices of Halse and Co, Cheapside
Penman, Samuel, Sweet Apple court, Bishopsgate st Without, Chair Manufacturer. Nov 24 at 1 at offices of Betteley, London wall
Philpott, Frederick Stephen, King's Green, Worcester, Farmer. Nov 25 at 12 at office of Corbett, Avenue House, the Cross, Worcester
Pocock, Thomas, Duke st, Grosvenor sq, Grocer. Nov 24 at 2 at 6, Portman st, Portman square. Cooper
Rands, Walter James, Hampstead rd, Stationer. Nov 25 at 2 at offices of Eyre and Co, John st, Bedford row
Ribbons, Elijah, Southampton st, Camberwell, Pork Butcher. Nov 24 at 2 at office of Birchall, London wall. Harrison, London wall
Rider, Richard, Newland, Cottingham, York, Miller. Nov 25 at 1 at office of Watson and Son, Parliament st, Kingston-upon-Hull
Robinson, John, Stockton-on-Tees, Durham, Licensed Victualler. Nov 26 at 11 at offices of Robinson, Chancery lane, Darlington
Robinson, Patrick, Sheffield, Woollen Draper. Nov 24 at 3 at offices of Milnes, New st, Huddersfield
Saunders, Henry, Roehampton Priory Park, Surrey, Builder. Nov 19 at 3 at offices of Ditton, ironmonger lane
Shaw, Hugh, St Helen's, Lancashire, Bricklayer. Nov 24 at 3 at offices of Quinn and Sons, Lord st, Liverpool
Shepherd, James, Smallbridge, Lancashire, Woollen Carder. Nov 24 at 3 at offices of Roberts and Son, John st, Rochdale
Smith, John, Fenton, Stafford, Joiner. Nov 27 at 11 at offices of Adderley and Marfleet, Longton
Smith, William, Nechells, Birmingham, Builder. Nov 22 at 11 at offices of Ladbury, Newhall st, Birmingham
Styles, Augustine, Stone, Kent, Farmer. Nov 28 at 11 at offices of Haywards and Co, Spital st, Dartford
Taylor, Samuel, High st, Fulham, Furniture Manufacturer. Nov 20 at 2 at offices at Vernede, Craven st, Strand
Taylor, Thomas, Bloxwich, Stafford, Chemist. Nov 25 at 2 at offices of Clark, Walsall st, Willenhall
Thomas, John, Talicsin, Cardigan, Victualler. Nov 21 at 12 at offices of Jones, Pier st, Aberystwith
Thompson, John, Derby, Hatter. Nov 26 at 2 at offices of Hextall, Albert st, Derby
Thurstans, Thomas, Wolverhampton, Licensed Victualler. Nov 24 at 11 at offices of Turner, Queen square, Wolverhampton
Vann, George, Birmingham, Brassfounder. Nov 22 at 10 at offices of East, Colmore row, Birmingham
Warden, James, Birmingham, Commission Agent. Nov 17 at 10 at offices of East, Colmore row, Birmingham
Wells, James, Wynford rd, Caledonian rd, Islington, Flour Merchant. Nov 29 at 2 at offices of Webster, Basinghall st. Popham, Vincent terrace, Islington
Wilkinson, William, Sheffield, Commercial Traveller. Nov 20 at 12 at offices of Fairbarn, Bank st, Sheffield
Wright, Bernard St. John, Marlborough terrace, Upper Holloway rd, Milliner. Nov 26 at 3 at offices of Davis, New inn, Strand
Yates, John, Birstal, York, Machine Maker. Nov 25 at 3 at offices of Ibberson, Dewsbury
Zewybaum, Abram Bear, Beaumont square, Mile End rd, Builder. Nov 27 at 3 at offices of Ingle and Co, Threadneedle st